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CONTINUES TO CONDUCT THEIR MEETINGS VIRTUALLY**

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ASHLAND CITY COUNCIL MEETING

Tuesday, January 26, 2021 – 5:30 PM

Please silence all cell phones during the meeting

1. CALL TO ORDER

A. Roll Call, Moment of Silence and Pledge of Allegiance

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

A. January 12, 2021 City Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

B. Appointments

6. CONSENT AGENDA

**A. Approve to Apply for a Partnership-Building Technical Assistance Grant for Community Group and Water System Collaboration from the River Network & WaterNow Alliance
(Parks & Recreation)**

B. Approve to Apply for an Assistance to Firefighters Grant for the Purchase of Cardiac Monitors for the Ashland Fire Department (Fire Department)

C. Approve to Waive the Requirement of Chapter 923, Ashland City Ordinances, and Approve the Mobile Integrated Services Agreement between the City of Ashland Fire Department/EMS and Memorial Medical Center (Fire Department)

- D. Approve for the Ashland Fire Department be Included in the Bayfield County Regional Assistance to Firefighters Grant for the Purchase of Radio Equipment (*Fire Department*) Voice**

E. Miscellaneous Minutes

7. NEW BUSINESS

- A. Approve the 2021-2023 Agreement between the City of Ashland and the International Association of Fire Fighters (IAFF) Local 875, Ashland Fire Department (*Administration*) Roll**
- B. Approve a Preliminary Resolution Declaring Intent to Levy Special Assessments under Municipal Police Power Pursuant to Sec. 66.0703, WI State Statute for the Waterfront Access Road Project (*Public Works*) Roll**
- C. Approve a Resolution to Submit Wisconsin Department of Natural Resources Grant Applications for Financial Aid (*Parks & Recreation*) Roll**
- D. Approve to Apply for a Recreational Boating Facilities and Sport Fishing Restoration Grants for the Kreher Park Redevelopment Project: Boat and Trailer Parking Lot (*Parks and Recreation*) Voice**
- E. Approve a Resolution to Combine Wards 1, 3, 5, 7, 9, and 11 for the April 6, 2021 Spring Election (*Clerk*) Roll**
- F. Approve Creation of Task Force to Make Recommendations to the Council for Addressing Ashland Homeless Population (*Mayor*) Voice**
- G. Approve Creation of a Task Force to Plan and Organize Public Meetings to Discuss Policing in Ashland (*Mayor*) Voice**

8. CLOSED SESSION

- A. Move into Closed Session (*Roll*)**
- B. Closed Session Pursuant to WI Stat. 19.85(1)(g): "Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation." (*Update and Discussion on 6th Street West Litigation*) (*City Attorney*)**
- C. Return to Open Session (*Voice*)**
- D. Report on Closed Session Discussion and/or Action Taken**

9. ADJOURNMENT

The City of Ashland does not discriminate on the basis of sex, race, creed, color, national origin, sexual orientation, age or disability in employment or provision of services, programs or activities.

NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals or individuals with limited English proficiency through auxiliary aids or services. For additional information or to request this service, contact Denise Oliphant at 715-682-7071 (not a TDD telephone number) or FAX: 715-682-7048

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ASHLAND CITY COUNCIL MEETING MINUTES

Tuesday, January 12, 2021 – 5:30 PM

Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

A. Roll Call, Moment of Silence and Pledge of Allegiance

The Tuesday, January 12, 2021 Ashland City Council meeting was called to order by Mayor Debra Lewis, virtually via GoTo Meetings at 5:30 p.m.

Roll call was taken, a Moment of Silence was held, and the Pledge of Allegiance was recited.

PRESENT: Holly George (5:31 pm), Matt Mackenzie, Sarah Jackson, Kate Ullman, Ana Tochtermann, Wahsayah Whitebird, Kevin Haas, Charlie Ortman, Elizabeth Franek, Dick Pufall, Jackie Moore

ABSENT: (None)

ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Planning Director Megan McBride, Public Works Director John Butler, Fire Chief Dave Wegener, Police Chief Bill Hagstrom, Library Director Sarah Adams, Deputy Clerk Sarah Szymaniak, Parks Director Sara Hudson, and other concerned citizens.

2. APPROVAL OF AGENDA

Kucera requested that Agenda Item 7F be removed from the agenda as the agreement has not been finalized. Haas moved, seconded by Moore to strike 7F from the agenda and approve the amended agenda. The motion passed unanimously by voice vote.

3. APPROVAL OF MINUTES

A. December 8, 2020 City Council and Committee of the Whole Meeting Minutes

Ortman moved, seconded by Moore to approve the minutes. The motion passed unanimously by voice vote.

4. CITIZEN PARTICIPATION PERIOD

The Clerk read the Rules for Citizen Participation, and the following offered their comments to the Council:

Jeanna Olbekson, 808 1/2 Chapple Ave, requested that Council fund and build a warming shelter in Ashland to support the homeless community.

Parker from Ashland, expressed concern about a lack of support for the homeless community in Ashland.

Kimberly from Ashland, asked how to get involved with local environmental committees and asked for contact information.

5. MAYOR'S REPORT

A. Announcements

The Mayor acknowledged the momentous events of the last week (the storming of the US Capitol). She encouraged community members to reach out to each other for support. She shared that there is an election for Ward 2, 4, 6, 8, 10 Council positions on April 6, 2021. Councilors Mackenzie, Ullman, and Whitebird declared that they were seeking for re-election. The candidates running include: Laura Graf (Ward 2), Anne Whiting (Ward 4), Eric Lindell (Ward 6), Elise Kehle (Ward 6), Charlie Ortman (Ward 8), Richard Pufall (Ward 10), Emerson Ziehr (Ward 10). Mayor Lewis shared updates about the COVID-19 vaccine in the state of Wisconsin.

6. CONSENT AGENDA

A. Approve to Apply for Otto Bremer Trust Grant for a First Responder and Recovery Coach Partnership Program (*Police Department*)

B. Approve a Resolution to Apply for a Historic Preservation Fund Subgrant through the Wisconsin State Historic Preservation Office to Fund nomination of Fifield Row for the State and National Historic Registers (*Planning*)

FILE #17608

C. Approve to Reverse Emergency Declaration for the Purpose of Permitting the Timely Repairs of a Portion of the City's Sanitary Sewer between Mac Arthur Avenue and 9th Avenue West per Wisconsin State Statute 62.15(1b) (*Public Works*)

- D. Approve to Accept an Urban Forestry Grant from Wisconsin Department of Natural Resources (WDNR) (*Parks*)**
- E. Approve to Apply for an SC Johnson Grant for New Playground Equipment (*Parks*)**
- F. Approve Staff to Reapply for the City of Ashland to be Listed as a Bird City Wisconsin, to Apply for a Bird City Wisconsin Small Grant, and Approve a Resolution to Proclaim the Third Weekend in May as the Observed International Migratory Bird Day in Ashland, Wisconsin (*Parks*)**
FILE #17609
- G. Approve Barbara J Allison as New Agent for the Alcohol License Application for The 5th Quarter LLC at 301 Main St E, Ashland (*Clerk*)**

H. Miscellaneous Minutes

George moved, seconded by Franek approve the Consent Agenda. The motion passed unanimously by voice vote.

7. NEW BUSINESS

- A. Public Hearing Regarding City of Ashland 2021 Community Development Block Grant (CDBG) CLOSE and Public Facilities Applications to Fund 6th Street East Reconstruction Project and CDBG-CLOSE Application to Demolish the Blighted Structure at 501 3rd Street West (*Planning*) Roll**

Haas moved, seconded by George to enter into Public Hearing. The motion passed unanimously by roll call vote.

Planning Director Megan McBride confirmed the Public Hearing notice was published as a Class II notice in the Daily Press, posted in three public places, as well as sent letters to the effected property owners. McBride provided to Council information regarding the proposed projects. No public comments were made. Haas moved, seconded by George to close the Public Hearing. The motion passed unanimously by voice vote.

- B. Approve a Resolution for the Submission of 2021 Community Development Block Grant CLOSE (CDBG CLOSE) and Community Development Block Grant Public Facilities (CDBG PF) Applications and Commitment of Matching Funds for the Reconstruction of 6th Street East from 13th Avenue East to 19th Avenue East (*Planning*) Voice**

Jackson moved, seconded by Haas to approve the resolution. The motion passed unanimously by roll call vote. **FILE #17606**

- C. Approve a Resolution for the Submission of a 2021 Community Development Block Grant CLOSE (CDBG CLOSE) Application for the Acquisition of 501 3rd Street West and Demolition of the Blighted Structure thereon (*Planning*) Voice**

Pufall moved, seconded by Whitebird to approve the resolution. The motion passed unanimously by roll call vote. **FILE #17607**

D. Approve a Resolution to Authorize a Representative of the City of Ashland to File Applications for Financial Assistance from the State of Wisconsin Environmental Improvement Fund for the Lead Service Lateral Replacement Program (*Public Works*) Voice

Haas moved, seconded by Moore to approve the resolution. The motion passed unanimously by roll call vote. **FILE #17605**

E. Approve a Resolution to Accept the Workmanship of Nasi Construction, LLC, and Approve Final Payment for the 2020 Building and Pearson Plaza Improvements Project (*Public Works*) Roll

Pufall moved, seconded by Franek to approve the resolution to make payment of \$35,821.93 to Nasi Construction, LLC. The motion passed unanimously by roll call vote. **FILE #17604**

F. Approve for the Police Department and Fire Department to Enter into Contracts for Online Training Programs (*Police & Fire Departments*) Roll

Police Chief Bill Hagstrom answered questions from Council. Franek moved, seconded by Whitebird to approve the contracts for the Police and Fire Departments. The motion passed unanimously by roll call vote.

G. Approve the Agreement by and between the City of Ashland and Town of White River for Emergency Medical Services (*Fire Department*) Roll

Fire Chief David Wagener introduced the agreement to Council. Haas moved, seconded by Ortman to approve. The motion passed unanimously by roll call vote.

8. ADJOURNMENT

Whitebird moved, seconded by Haas to adjourn. The motion carried unanimously by voice vote.

Respectfully Submitted,

Sarah Szymaniak
Deputy Clerk

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COMMITTEE OF THE WHOLE MEETING MINUTES

The Common Council of the City of Ashland will meet as the Committee of the Whole on **January 12, 2021** immediately following the City Council meeting which begins at **5:30 PM** in the Ashland City Hall Council Chambers.

The following items will be considered:

1. Roll Call

The Tuesday, January 12, 2021 City of Ashland Committee of the Whole Meeting was called to order by Council President Kevin Haas at 6:22 pm via GoTo Meetings.

PRESENT: Holly George, Matt Mackenzie, Sarah Jackson, Kate Ullman, Ana Tochtermann, Wahsayah Whitebird, Kevin Haas, Charlie Ortman, Elizabeth Franek, Dick Pufall, Jackie Moore

ABSENT: (None)

ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, Planning Director Megan McBride, Public Works Director John Butler, Fire Chief Dave Wagener, Police Chief Bill Hagstrom, Deputy Clerk Sarah Szymaniak, Parks Director Sara Hudson, and other concerned citizens.

2. Council President's Report

Haas condoned the violence at the U.S. Capitol building.

3. Administrator's Report

Kucera shared updates about the new police facility construction project. He reported on the COVID-19 precautions being implemented at the City and reviewed COVID-19 statistics in Ashland County, Wisconsin, and the U.S. Councilor Mackenzie asked Kucera about City employees leave being impacted by COVID-19, Kucera stated he would respond to Mackenzie the next day.

4. Approval of Agenda

Whitebird moved, seconded by Pufall to approve the agenda as presented. The motion carried unanimously by voice vote.

5. Discussion Items

A. Discussion and Possible Action Regarding a Mandatory Lead Service Line Replacement Ordinance (*Public Works*)

Public Works Director John Butler introduced the discussion and took questions from Council. Councilors expressed concern about the financial impact the mandatory replacement ordinance would have on community members. Councilors were in favor of Butler and the City exploring different payment options such as special assessments and/or low-to-no interest loans. George moved, Mackenzie seconded for an ordinance to be written for approval at the next Committee of the Whole. The motion passed unanimously by voice vote.

6. Adjournment

Whitebird moved, seconded by Pufall to adjourn. The motion carried unanimously by voice vote.

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SUBJECT: Appointments**RECOMMENDATION:** Approval**DEPARTMENT OF ORIGIN:** Mayor**CLEARANCES:** Ashland Housing Authority Director**EXHIBITS:** 1. Volunteer Form - redacted**EXPENDITURES REQUIRED:** N/A**AMOUNT BUDGETED:** N/A**APPROPRIATION REQUIRED:** N/A**TREASURER'S CERTIFICATE:** N/A**COMPLIANCE WITH ORDINANCE 51:****STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:****SUMMARY STATEMENT:**

The Mayor is recommending renewal of the following appointment to the Ashland Housing Authority: Elizabeth Franek

OFFER TO VOLUNTEER FORM

Mayor of Ashland, City of Ashland, 601 W. Main St, Ashland, WI 54806
Phone: 715-682-7071 Fax: 715-682-7048

I would like to be considered a nominee for the following Committee or Committees:

City of Ashland Board of Commissioners Ashland Housing Authority

Brief statement of education and training:

I have a Bachelors of Science degree from Northland College (Major) Sociology and (Minor) Native American Studies.

I have been serving on this board for a few years now and have attended Commissioner's Training in Superior and Steven's Point.

Biography:

(Need a sense of who you are as an individual, examples: general background, work history, life experiences, volunteer activities, special interests, special skills, hobbies, personality, people skills, etc)

I grew up on a small dairy farm in Mason, Wisconsin. This is where I learned that a good work ethic will get you far in life.

I graduated from Ondossagon High School in 1988.

I worked at Larson-Juhl after high school.

After brief other jobs I worked at Woolworth's Store as a cashier and waitress. I then decided to go to college after being laid off from the store. During my time as a college student I worked as a Postal Assistant in the college Post Office.

After my Freshman year at college, I became a single mother. I still was determined to finish college. I went back to college with the help of my family and decided to change my major from Music to Sociology. I obtained my degree in December of 1996. Also during my time at college I was on the National Dean's List.

Because of being under Tommy Thompson's Jobs program I needed to find enough hours to work and try to do an internship.

My only internship was in the Children and Family Unit at Ashland County Human Services.

I found that I did not want to be stuck in an office job. And I needed to support my daughter so I took a Cashier job on Madeline Island at the Island Market. I loved working with the public and worked there summers and became Assistant Manager. I also worked at Dockside Gift Shop. Because of the economy in the year 2000, the island could not afford to hire summer help.

After a brief stint at Advanced Data Comm and Wal-mart, I started a job as a Cashier at County Market where I have been working the last 10 years.

Each winter I volunteer for the Salvation Army ringing the bell at County Market (of Course)

I served on the Ashland City Skateboard Fundraising Committee until the Skate Park was complete and paid for (2004-2007)

I am a Catholic at Our Lady of the Lake in Ashland where I greet parishioners and volunteer for events.

I am Board Chairman for the City of Ashland Housing Committee. I represent the renters of the City of Ashland.

Individual References or Referred by (include phone #):

Contact Information:

Name (print) Elizabeth A. Franzel
Phone (715) 682-4480

FRANEK
407 WILGUS

Address 802 Vaughn Avenue
Date December 5, 2011

SUBJECT: Approve to Apply for a Partnership-Building Technical Assistance Grant for Community Group and Water System Collaboration from the River Network & WaterNow Alliance (*Parks & Recreation*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Publics Works Department
City Administration

EXHIBITS: 1. Application: Partnership-Building Technical Assistance Grant Program

EXPENDITURES REQUIRED: \$10,000 = Grant Request

AMOUNT BUDGETED: \$0

APPROPRIATION REQUIRED: No Match Required

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed development conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan.

SUMMARY STATEMENT:

City staff is seeking approval to apply for a Partnership-Building Technical Assistance Grant for Community Group and Water System Collaboration from the River Network & WaterNow Alliance. This proposal will cover the topics of:

1. Deepening community groups' understanding of utilities' roles and responsibilities
2. Creating transparency and systems of honest feedback
3. Restoring trust
4. Building off personal relationships to a more formalized partnership
5. Creating continuity and long-term partnership engagement

The City will work with a citizen group who have been working together since Winter/Spring 2019 on storm water education and water quality in the Chequamegon Bay, know informally as the Storm Water Education

Group.

Funding from the grant will be used to hire a person to assist in public relations whose role includes:

- informing the community of the tasks that have been completed to improve City of Ashland Utility infrastructure

- education of utilities and rates
- storm water education
- wastewater education

Funding would also be used to create a long-term formal partnership with the Storm Water Education Group.

Grant Application is due January 29, 2021.

City of Ashland APPLICATION
Partnership-Building Technical Assistance Grant Program

Have both the community group and water system explicitly agreed to apply for this technical assistance grant and participate if selected?*

- Yes
- No

Which partner will be the fiscal agent for the grant, if selected?*

City of Ashland

Organizational Information

- Community Group Name *
- Community Group Project Lead First/Last Name *
- Community Group Project Lead Title
- Community Group Project Lead Email *
- Community Group Project Lead Phone *
- Community Group Organization Mailing Address: *
 - Street Address Line 2
 - City
 - State ZIP Code
- Community Group Website/Facebook/Twitter handle
- Community Group's key program areas (350 character max): *
- Water System Name *
- Water System Project Lead First/Last Name *
- Water System Project Lead Title
- Water System Project Lead Email *
- Water System Project Lead Phone *
- Water System Organization Mailing Address: *
 - Street Address Line 2
 - City
 - State ZIP Code
- Water System Website/Facebook/Twitter handle
- Water System's key program areas (350 character max): *

Community Background

Describe the community(ies) where you work and your geography of impact (i.e. city, state, region, watershed, rural/urban, etc.) (1000 character max) *

Community Size

- Less than 10,000
- 10,000 to 100,000
- 100,000 to 500,000
- Over 500,000

Partnership Background and Readiness

- Why do you want to partner and what led your organizations to pursue a partnership? How would you describe the current relationship and level of trust between the two organizations? (1000 character max) *
- What issues are a priority to address through your partnership? These could include: (1) Identifying shared goals, benefits, and value; (2) Developing new approaches for how water-systems partner with the community; (3) Deepening community groups' understanding of utilities' roles and responsibilities; (4) Evolving water-system roles to more broadly provide community value; (5) Creating transparency and systems of honest feedback; (6) Restoring trust; (7) Including the community in water-system decision making; (8) Building off personal relationships to a more formalized partnership; (9) Creating continuity and long-term partnership engagement. (1000 character max)
- How will your partnership lead to more sustainable water management and equitable outcomes in your community? (1000 character max) *

Project Description (2000 character max) *

Please explain:

- Why your organizations are interested in the Partnership-Building Technical Assistance Grant Program
- What training and technical assistance you would benefit from
- What specific outcomes you want to achieve through your participation
- How the funding and technical assistance will support your partnership's overall development

Note: we welcome 1-2 letters of support from additional partners. You can upload letters of support in the online application.

SUBJECT: Approve to Apply for an Assistance to Firefighters Grant for the Purchase of Cardiac Monitors for the Ashland Fire Department (*Fire Department*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Fire & EMS Department

CLEARANCES: Fire Chief

EXHIBITS:

EXPENDITURES REQUIRED: \$215,000 Grant Request

AMOUNT BUDGETED: \$0

APPROPRIATION REQUIRED: \$ 10,750 Match - General Fund - Fund Balance

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: This item conforms to the Ashland Comprehensive Plan in that it is "...in accordance with existing and future needs, best promote the public health, safety, morals, and the general welfare..." for the City's residents and community.

SUMMARY STATEMENT:

The Ashland Fire Department is requesting approval to submit a federal Assistance to Firefighters Grant application to obtain grant funding for six (6) new Cardiac Monitors.

The current Cardiac Monitors are approaching ten years old and are nearing the end of their reliable service life. This year one of the monitors failed and it took nearly three months to have the unit repaired as the original manufacturer is no longer stocking replacement parts and are not providing repair services due the age of the units.

The cost of the monitors are \$35,833 each. The total grant request will be approximately \$215,000 with a 5% match of \$10,750. These are very preliminary numbers and will change slightly due to annual price increases that are unknown at this time. This is a great opportunity to reduce our capital expenditures in the very near future. The grant match would be required to come from the city general fund, as there are no available funds within the fire departments budget for the match amount.

SUBJECT: Approve to Waive the Requirement of Chapter 923, Ashland City Ordinances, and Approve the Mobile Integrated Services Agreement between the City of Ashland Fire Department/EMS and Memorial Medical Center (*Fire Department*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Fire & EMS Department

CLEARANCES: Fire Chief

EXHIBITS: 1. Mobile Integrated Health Agreement

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on January 20, 2020 that Memorial Medical Center is not in compliance with the provisions of Chapter 923 Ashland City Ordinances as there is an outstanding billing due the City for a recent Community Paramedic service.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: This item conforms to the Ashland Comprehensive Plan in that it is "...in accordance with existing and future needs, best promote the public health, safety, morals, and the general welfare..." for the City's residents and community.

SUMMARY STATEMENT:

The Mobile Integrated Health/Mobile Integrated Services Agreement between the Ashland EMS and Memorial Medical Center (MMC) of Ashland is a continuation of a shared role in caring for patients who have recently been released from the hospital.

The program was introduced in 2018 as a way "to improve patient outcomes and lower health care costs by providing patient-centered, non-emergency care and outreach by community paramedics and community emergency medical technicians in their homes, many of whom are medically underserved and/or may be a risk for preventable hospital readmission."

Council is asked to approve this agreement to continue important care for those who are otherwise without this resource. As there is a single outstanding bill due the City from MMC, staff is asking Council to waive the requirement of Chapter 923 Ashland City Ordinances which requires "all taxes, assessments, utility charges,

indebtedness, and forfeitures be paid before any license or contract is granted by the City of Ashland" in order to continue services without interruption.

MOBILE INTEGRATED SERVICES AGREEMENT

THIS MOBILE INTEGRATION SERVICES AGREEMENT (“Agreement”) is made effective as of this 17th day of April, 2018 (“Effective Date”) by and between Memorial Medical Center, a Wisconsin nonprofit corporation (the “Hospital”), and the City of Ashland, Wisconsin d/b/a Ashland Fire Department (the “EMS Provider”).

WHEREAS, Mobile Integrated Health programs have been found to improve patient outcomes and lower health care costs by providing patient-centered, non-emergency care and outreach by community paramedics (“CPs”) and community emergency medical technicians (“CEMTs”) to patients in their homes, many of whom are medically underserved and/or may be at risk for preventable hospital readmission (the “Services”); and

WHEREAS, the purpose of this Agreement is to document the understanding between the Hospital and the EMS Provider regarding the establishment of a Mobile Integrated Health program (the “Program”) providing Services to the Hospital’s community.

THEREFORE, Hospital and EMS Provider agree as follows:

1. **Services:**

- 1.1 Patients who meet certain criteria determined by the Hospital who are discharged to a residence in the City of Ashland or in the townships served by the Ashland Fire Department will be referred to the EMS Provider to provide Services. The EMS Provider will confirm via telephone call to the Hospital within 24 hours of receipt of the request that it will provide the Services to the patient, and if the EMS Provider declines or fails to confirm within the time allowed, Hospital may provide the services through its own personnel.
- 1.2 Upon the patient’s referral from the Hospital, and based on an initial assessment by the Hospital transition team of the needs of the patient, EMS Provider shall provide one (1) home care visit within 48-72 hours of receipt to the referral request by a CP or CEMT to provide Services within the scope of practice of the CP or CEMT, including but not limited to:
 - a. Medication reconciliation;
 - b. Review of discharge instructions;
 - c. Education on exacerbation of signs/symptoms to report to the patient’s attending physician or provider;
 - d. Identification of safety hazards in the home;
 - e. Connection to primary care appointment and other community resources; and
 - f. Communication to the patient care team following discharge from the Hospital.
- 1.3 Based on the initial assessment and any further assessments conducted by the Hospital and the EMS Provider, the EMS Provider shall provide at least one (1) and up to four (4) home care visits or telephone follow-up calls weekly by a CP or CEMT to verify physician appointment(s) and follow-up directions.
- 1.4 The EMS Provider shall provide the Services without discrimination on account of race, language, color, sex, religion, national origin, or other protected status. The EMS Provider shall:

- a. Abide by all applicable laws, rules, regulation, policies, and directives, including but not limited to Wisconsin Statutes section 256.01 et seq. relating to CPs, CEMTs, community emergency medical services providers, and the medical direction of the Program;
 - b. Develop and at all times maintain appropriate communications and dialogue with the Hospital; and
 - c. Ensure that all medical professionals engaged by the EMS Provider under this Agreement satisfy and maintain all applicable state licensing and certification requirements, without suspension or limitation.
- 1.4. In the event that the EMS Provider determines that a patient meets home health admission criteria, the EMS Provider shall refer the patient to his/her treating physician and/or primary care physician for further home health assessment and referral. The patient shall have the exclusive choice of which home health agency will provide further service to him/her.
2. **Equipment and Supplies:** All of the equipment and supplies required by the EMS Provider to provide the Services and perform its duties hereunder, including transportation to and from the patient's home, shall be furnished by the EMS Provider, except that Hospital shall provide a laptop with the necessary software to the EMS Provider to record the Services it renders in the Hospital's EMR. Upon termination of this Agreement, the EMS Provider shall return the laptop to the Hospital.
3. **Records:** The EMS Provider will record the Services rendered hereunder in Hospital's EMR via the Hospital provided laptop, and shall prepare and attend to all reports and correspondence necessary or appropriate in connection with such Services. All of such records, reports and correspondence shall belong to Hospital. The EMS Provider shall provide visit and call reports to the patient's primary care physician, appropriate specialists and case management upon the patient's request or consent, or as otherwise permitted by applicable law.
4. **Quality Measurement & Improvement:** The EMS Provider shall work with the Hospital to measure and/or improve the quality, appropriateness, effectiveness, cost and utilization of the Program. The EMS Provider shall report data supporting the foregoing to the Hospital on a quarterly basis.
5. **Compensation:** The Hospital shall compensate the EMS Provider as follows:
 - a. \$ 175.00 per documented patient home visit by a CP from on-duty status;
 - b. \$ 200.00 per documented patient home visit by a CP from off-duty status.
 - c. TBD per documented patient home visit by a CEMT from on-duty status
 - d. TBD per documented patient home visit by a CEMT from off-duty status.

The EMS Provider shall submit monthly invoices to the Hospital documenting visits and telephone calls provided to patients referred from the Hospital over the previous month. The Hospital shall make payment on each invoice within thirty (30) calendar days following receipt.

6. **No Third-Party Billing:** The parties acknowledge that the Services are not reimbursable by patients or third-party payors. As such, the EMS Provider agrees that it will not bill or seek to collect any amounts from patients or third party payers for any of the Services provided under this Agreement.
7. **Confidentiality:** Each party shall maintain the privacy and security of patient information in accordance with all applicable state and federal laws and regulations. All written confidential

business information and other trade secrets disclosed by one party to another pursuant to this Agreement shall be deemed "Confidential" to the disclosing party. No such trade secrets shall be utilized by the receiving party for any purpose other than meeting its obligations or exercising its rights under this Agreement. Such trade secrets shall be revealed by the receiving party to the receiving party's employees on a "need to know" basis and shall not be revealed to any third party without the prior written consent of the disclosing party, except that all parties hereto give written permission to each other to permit inspection of this Agreement by persons who must inspect it for purposes of the discloser's licensure, accreditation or due diligence, provided that the inspectors agree not to copy or re-disclose the terms of this Agreement.

8. **Nonassignable and Nondelegable:** The Services performed hereunder by the EMS Provider shall not be assigned or delegated to a third party.
9. **Indemnification:** The EMS Provider agrees to defend, indemnify and hold the Hospital and its employees and agents harmless from and against any and all claims, liabilities and/or damages brought or obtained by third parties against the Hospital arising from the EMS Provider's (or its employees' or agents') performance or failure to perform the Services required hereunder. The Hospital agrees to defend, indemnify and hold the EMS Provider and its employees and agents harmless from and against any and all claims, liabilities and/or damages brought or obtained by third parties against the EMS Provider arising from the Hospital's (or its employees' or agents') performance or failure to perform its obligations hereunder.
10. **Insurance:** The EMS Provider shall obtain and maintain appropriate professional liability, commercial general liability, worker's compensation and employer's liability insurance coverage in accordance with the minimum amounts required from time to time by applicable federal and state laws and regulations, but at no time shall the terms or coverage amounts of its professional liability insurance be less than \$1 million per claim and \$3 million in annual aggregate and its general liability insurance be less than \$1 million per occurrence and \$2 million annual aggregate. The EMS Provider shall provide such evidence to the Hospital in a timely manner. The EMS Provider shall ensure that the Hospital receives at least 30 days' notice prior to the termination of any insurance policy required by this Agreement.
11. **Term and Termination:** This Agreement shall have a term of 1 year from the Effective Date, and thereafter shall automatically renew for consecutive 1-year terms. In addition to any other remedies legally available to the parties, this Agreement may be terminated:
 - 11.1 By mutual written agreement of the parties at any time;
 - 11.2 By either party for cause, which will be defined as a material default of this Agreement by a party that has not been cured within 14 days after notice of the default by the non-defaulting party specifying the nature of the default;
 - 11.3 By either party without cause upon 30 days' written notice; or
 - 11.4 By either party effective immediately if the other party becomes insolvent, seeks protection under the federal bankruptcy law, becomes subject to liquidation or receivership proceeding, or is excluded from participation in Federal Health Care Programs or contracts with the federal government.
12. **Waiver:** Failure of either party to enforce any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions. Such failure shall not in any way affect the right

of such party to thereafter enforce each and every provision of this Agreement. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other subsequent breach of any provision of this Agreement.

13. **Entire Agreement and Modification:** This Agreement represents the entire understanding of the parties and supersedes any and all prior agreements or negotiations. This Agreement may not be modified unless said modification is reduced to writing and executed by both parties.
14. **Choice of Law and Severability:** This Agreement and the rights and remedies of the parties thereunder shall be construed pursuant to the laws of the State of Wisconsin. If any provision of this Agreement is declared void or held invalid, such provision shall be deemed severed from this Agreement and the remainder of the Agreement shall otherwise remain in full force and effect.
15. **Notice:** Any notice given hereunder shall be in writing and served either personally or via certified mail to the addresses below. Each party shall notify the other in writing of any change in address. Notice served by mail will be deemed complete when deposited in the United States Mail.

HOSPITAL:
Memorial Medical Center, Inc.
Attn: Executive Vice President
1615 Maple Lane
Ashland, WI 54806

EMS PROVIDER:
Ashland Fire Department
215 6th St E
Ashland, WI 54806

16. **EMS Provider's Representation and Warranty:** The EMS Provider represents and warrants to the Hospital that the EMS Provider, its employees and agents (collectively "Personnel") (i) are not listed on the General Services Administration's Excluded Parties List System ("GSA List"), and (ii) are not suspended or excluded from participation in any federal health care programs, as defined under 42.U.S.C. §1320a-7b(f), or any form of state Medicaid program (collectively "Government Payor Programs"), and to the EMS Provider's knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of the EMS Provider or Personnel from Government Payor Programs or may be cause for listing on the GSA List (collectively, an "Investigation"). The EMS Provider agrees to notify the Hospital of the commencement of any investigation or suspension or exclusion from Government Payor Programs within three (3) business days of the EMS Provider's first learning of it. The Hospital shall have the right to immediately terminate this Agreement upon learning of any such investigation, suspension or exclusion. The Hospital shall be timely kept apprised by the EMS Provider of the status of any such Investigation. The EMS Provider shall indemnify, defend, and hold the Hospital harmless from any claims, liabilities, fines, and expenses) including reasonable attorneys' fees) incurred as a result of the EMS Provider's breach of this Section.
17. **Medicare Access to Books and Records:** In the event, and only in the event, that Section 952 of P.L. 96-499 (42 U.S.C. Section 1395x(v)(1) is applicable to this Agreement, the EMS Provider agrees as follows: (a) until the expiration of four (4) years after the furnishing of such services pursuant to this Agreement, the EMS Provider shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of his/her duly authorized representatives, this Agreement, and books, documents and records of the EMS Provider that are necessary to certify the nature of the duties of this Agreement; and (b) if the EMS Provider performs his/her services hereunder through a subcontract with a related organization, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month period, then any such subcontract shall contain a

clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary of the U.S. Department of Human Services or upon request of the Comptroller General of the United States, or any of his/her duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify, the nature and extent of the cost of services provided pursuant to such subcontract.

18. **No Requirement to Refer:** This Agreement is not intended to influence the judgment of any physician, CP, CEMT or other provider in choosing medical specialists or medical facilities appropriate for the proper care and treatment of patients. No parties of this Agreement shall receive any compensation or remuneration for referrals.
19. This agreement shall be self-renewing until such time either party requests to open and modify its contents.

* * *

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as follows:

MEMORIAL MEDICAL CENTER

CEO/President _____

Print _____

Title _____

Dated _____, 2021

CITY OF ASHLAND

Fire Chief _____

Print _____

Title _____

Dated _____, 2021

CITY OF ASHLAND

Mayor _____

Print _____

Title _____

Dated _____, 2021

CITY OF ASHLAND

Clerk _____

Print _____

Title _____

Dated _____, 2021

CITY OF ASHLAND

Comptroller _____

Print _____

Title _____

Dated _____, 2021

SUBJECT: Approve for the Ashland Fire Department be Included in the Bayfield County Regional Assistance to Firefighters Grant for the Purchase of Radio Equipment (*Fire Department*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Fire & EMS Department

CLEARANCES: Fire Chief

EXHIBITS:

EXPENDITURES REQUIRED: \$ 30,000 Grant Request

AMOUNT BUDGETED: \$0

APPROPRIATION REQUIRED: \$ 4,500 Match - General Fund - Fund Balance

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: This item conforms to the Ashland Comprehensive Plan in that it is "...in accordance with existing and future needs, best promote the public health, safety, morals, and the general welfare..." for the City's residents and community.

SUMMARY STATEMENT:

The Ashland Fire Department is requesting approval to be included in the Assistance to Firefighters Grant being submitted by Bayfield County for replacement two-way radios. In the past, we have been included in this grant and have received funding which replaced nearly $\frac{3}{4}$ of the department's radios. If awarded, this grant would fund the replacement of the remaining radios. This grant would significantly reduce another future capital expenditure to replace the remaining aging radios.

The cost of the radios are \$5000 each. The total grant request for Ashland Fire Departments portion of the grant would be \$30,000, with a 15% match of \$4500. The grant match would be required to come from the city general fund, as there are no available funds within the fire department budget for the match amount.

VPL Board Meeting November 12. 2020 Virtual meeting
Approve January 14, 2021

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Present were Dinny Bolka, Sarah Adams, Jim Crandall, Mary Asbach and Janna Levings,
Michelle Jardine, Clarence Campbell,

Meeting called to order - 5:36

Approval of agenda - Motion to approve agenda made by Dinny, seconded by Michelle. Passed

Approval of October 8 minutes - motion made by Jim and seconded by Clarence. Passed.

Public participation – None.

New Business - none

Continuing business –Strategic planning – mission goals

Core values – reviewed. Mary made motion to keep them and Dinny Seconded. Passed.

Motion made to approve mission goals by Dinny, seconded by Michelle. Passed

Motion to approve 2021 calendar made by Mary and seconded by Dinny. Passed.

Directors report, statistical and financial report.

Meeting adjourned 6:50.

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VPL Board Meeting December 11^h, 2020 Virtual meeting
Approved January 14, 2021

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Present were Dinny Bolka, Sarah Adams, Jim Crandall, Mary Asbach and Janna Levings,
Michelle Jardine, Clarence Campbell,

Meeting called to order - 5:37

Approval of agenda - Motion to approve agenda made by Jim, seconded by Dinny. Passed

Approval of November 12 notes – minutes not available.

New Business – End of year expenditures – because of lower expenses, less money needs to come out of fund balance. Motion to approve amended budget made by Michelle and seconded by Mary. Passed. Some discussion about library hours and decided they will stay the same until next board meeting in January.

Old Business - Mission Statement. Library staff were asked for input and created this. “The Vaughn library is a sharing place, enriching lives through ever changing avenues, always rooted in community.” Jim made a motion to approve this and Clarence seconded it. Passed.

Director’s report, statistical and financial report.

Meeting adjourned 6:30.

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SUBJECT: Approve the 2021-2023 Agreement between the City of Ashland and the International Association of Fire Fighters (IAFF) Local 875, Ashland Fire Department (*Administration*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Administrator

CLEARANCES: IAFF Local 875
Administration

EXHIBITS:

1. 2021-2023 Agreement between City of Ashland International Association of Fire Fighters Local 875 - with Changes
2. Side Letter of Agreement - Schedule Change

EXPENDITURES REQUIRED: As Budgeted

AMOUNT BUDGETED: As Budgeted

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The 2021-2023 IAFF Local 875 Union Contract has been ratified by union members and approved by City Administration. The mark-up copy is provided to show changes made and agreed upon.

Staff is requesting approval of the presented contract.



2021-2023

AGREEMENT

between

City of Ashland

and

**International Association of
Fire Fighters
Local 875**

January 1, 2021 – December 31, 2023

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AGREEMENT

This agreement is entered into by and between the City of Ashland, Wisconsin, hereinafter referred to as

IAFF Local 875 and City of Ashland | AGREEMENT: 2021-2023

the "Employer" and Local #875, International Association of Fire Fighters, hereinafter referred to as the "Union".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other considerations of employment.

NOW, THEREFORE, the parties hereto, each in consideration of the agreements herein contained of the other, hereby agree as follows:

ARTICLE I – RECOGNITION

1.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Fire Department except the Fire Chief, Assistant Fire Chief, and Transfer EMTs, Executive and Confidential employees.

ARTICLE II - UNION MEMBERSHIP

2.01 No employee shall be required to join the Union, but membership in the Union shall be made available to all employees in the bargaining unit who apply consistently with the Constitution and By-Laws of the Union. No employee shall be denied membership in the Union because of race, creed, color, sex or other legally protected class status.

2.02 The Employer agrees to deduct monthly dues in the amount certified by the Local Union Secretary-Treasurer, from the pay of employees who individually sign a dues deduction authorization form where the employee is knowingly and affirmatively consenting to the deduction of dues from the employee's paycheck, including any Local Union fees and/or assessments.

2.03 The Employer shall deduct the dues, as described above, each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such deductions have been made, to the Local Union Secretary-Treasurer, in one lump sum not later than the 15th of each month.

2.04 Authorization of dues deduction by a member may be revoked upon notice in writing to the Employer and the Local Union Secretary-Treasurer with the understanding that the deduction will cease as reasonably practical after receipt of written notice of revocation.

2.05 It is expressly understood and agreed that the Local Union Secretary-Treasurer will refund to the Employer or the employee involved, any dues erroneously deducted by the Employer and paid to the Local Union Secretary-Treasurer. The Local Union shall indemnify and hold the Employer harmless against any and all third party claims, demands, suits, orders, judgements or any other forms of liability against or incurred by the Employer, including all costs of defense and attorney's fees, which may arise out of Employer's compliance with this Article.

ARTICLE III - UNION ACTIVITIES

3.01 The Employer agrees not to discriminate against any employee for his/her activities in behalf of, or membership in the Union. The employer and the Union agree that there shall be no discrimination

against any employee because of race, color, national origin, sex, religion, age or disability.

3.02 Negotiations: The employer agrees to allow time off to Negotiation Committee members, if and when negotiations are scheduled at a time when Committee members are on duty.

3.03 Union Business: The Employer agrees to allow time off without pay for authorized union business, authorized by the membership. Business agents or representatives of the Union having business with the firefighters or individual members of the Union may confer with the Union officers or members during the course of the normal work day (0700-~~1300+600~~) and a normal work week (Mon.-Fri.) for a reasonable time; provided that permission is first obtained from the Chief or Senior Officer in Charge.

3.04 Conventions: The Employer agrees to allow two (2) Delegates from the Ashland Fire Department time off to attend the annual Wisconsin State Fire Fighters Convention, expenses to be borne by the Fire Fighters. The delegates will see that the department is covered at no additional cost to the City.

ARTICLE IV - WORK SCHEDULE

4.01 The basic work week for bargaining unit members shall consist of fifty-six (56) hour average work week. The basic duty tour shall be twenty-four (24) hours beginning at 0700 each day and ending at 0700 hours the following day. ~~Duty tours shall be scheduled in a repetitive twelve (12) day cycle. The attached Side Letter of Agreement shall govern the work week and schedule.~~

The normal work day for training and other regular routine duties shall be from 0700-1300 hours Monday through Saturday. The Union recognizes there will be occasions when certain routine duties (Example: car seat installations and car seat clinics, fire inspections, station tours) and certain trainings will need to be scheduled outside the regular work day hours. Whenever possible these type of activities shall be scheduled during the duty day between 0700 and 1300 hours. Reciprocal stand-by hours shall be identified and granted by the officer-in-charge for the following duty tasks: specialized training and unique fire inspections. Unique fire inspections shall be defined as those inspections which are unable to be scheduled between 0700 and 1300 hours, due to the business' hours of operation, and therefore must be performed outside of the regular duty day. ~~The normal work day (0700 hours – 1600 hours) and normal work week (Mon.- Fri.), for training and other regular routine duties shall be expanded to allow the Chief to assign bargaining unit members to training on Saturday mornings (0900 hours – 1200 hours).~~

Bargaining unit members who choose to participate in personal physical fitness activity during the normal work week (Monday through Saturday) may do so beginning at 1300 hours. Except as otherwise provided herein, holidays and periods outside the normal work day and work week will be limited to response to emergency and nonemergency calls as well as items necessary thereto. ~~Bargaining unit members who choose to participate in personal physical fitness activity during the normal work week (Mon. Fri.) may do so beginning at 1530 hours. Except as otherwise provided herein, holidays and periods outside the normal work day and work week shall be limited to response to emergency and non-emergency calls as well as items necessary thereto.~~

4.02 Employees may exchange work days between themselves, subject to prior notification and approval of the (1) Chief, (2) Assistant Chief, or (3) Officer in Charge provided, however, the Employer shall not be liable for overtime which accrues, solely due to the exchange of work hours.

Probationary employees shall not be granted work day exchanges until completing ninety (90) days of employment. Any days traded by probationary employees must be worked prior to the end of the first year of employment.

4.03 Bargaining unit members may not take more than 5 consecutive weeks of vacation, trade or compensatory time off and must work three (3) 24 hour work shifts before additional vacation, trade, or compensatory time can be taken.

~~4.04 Employees who refuse callback shall forfeit that cycle and will not be eligible again until the cycle has been completed.~~

4.04 The work schedule shall be posted for one (1) month in advance. If changes in the posted schedule are necessary, all involved personnel must be notified as far in advance as possible, but in no event less than 24 hours in advance except in the case of sickness or emergency.

ARTICLE V - SALARY, CALLBACK, OVERTIME, TRAINING, AND DIFFERENTIAL PAY

5.01 Salary: See Exhibit "A" attached for current Wage Schedule.

5.02 Callback: All employees covered by the terms of this agreement that are called back to work from Off-Duty shall be paid for a minimum of two (2) hours at the overtime rate based on the wage table in Exhibit A/Table 1, and for the balance of the duty period. Employees who refuse callback shall forfeit that cycle and will not be eligible again until the cycle has been completed.

Callback pay shall be computed to the next one-quarter hour, except for the first two (2) hours of callback. The employee shall be responsible for callback reporting, verified by the officer in charge.

Callback shall be made next in order on the callback list. Callback shall be made of the employee qualified to perform the position needed to be performed, only when a qualified person on shift is not available.

Initial qualifications for the list are to be determined by the Chief with input from shift commanders. Subsequent determinations of qualifications for the list shall be determined as needed or by individual request. Said list shall be grievable.

5.03 Overtime: In the event that a need for overtime should occur in the Fire Department because of emergency, duty incurred sickness or other unforeseen conditions, overtime shall be paid at the rate based on the wage table in Exhibit "A". Overtime shall be computed to the next one-quarter hour.

5.04 Training: For training to be compensable, it must be authorized by the Fire Chief or his designee. Employees attending training shall be compensated in accordance with the Fair Labor Standards Act (FLSA). If an employee attends training in lieu of a regularly scheduled work day, at the conclusion of training, when practical, the employee shall return to complete his/her assigned shift.

5.05 **Compensatory Time.** An employee may elect to take compensatory time on a 1.5 to 1 ratio in lieu of overtime pay for any approved training or patient transfers as defined below not covered by duty wages. An employee may accumulate up to 24 hours of compensatory time. Any accrued compensatory time not used by the end of the calendar year will be paid out as overtime wages. An employee may only take compensatory time upon notice no less than 48 hours before the start of a shift during which the compensatory time is to be taken and with the approval of the Chief or his designee, which shall only be denied if at the time of scheduling the taking of the compensatory time for the time requested would unduly disrupt operations. Approval/Denial of compensatory time shall occur within 24 hours of the request.

Patient Transfers and Compensatory Time. Maximum amount of compensatory time a member can accrue is 24 hours with the exception of patient care transfers. An additional three (3) hours of compensatory time may be granted by the officer-in-charge to allow the member to exceed the 24 hour maximum compensatory cap if the member has less than 24 hours of accrued compensatory time. No member may accrue more than 27 hours of compensatory time for any patient transfer performed.

5.06 Qualified bargaining unit members, whether on-duty or called in off-duty, who are activated to investigate a fire that appears suspicious or the cause/origin cannot be determined by the OIC (Officer In Charge) with basic fire investigation knowledge at a company officer level, shall receive a \$100 bonus in addition to any overtime pay. The \$100 bonus shall apply when the investigation requires more than one (1) hour and only one (1) time per investigation incident.

Qualified is defined as having successfully completed either the 40 hour Wisconsin Department of Justice fire investigation class, the National Fire Academy Fire Investigation Essentials class (R0722-10 day on-campus class), or equivalent National Fire Academy on-campus class. Other classes may be considered an equivalent by the Fire Chief but only on a case by case basis in the event the above classes are unavailable.

ARTICLE VI - TEMPORARY ASSIGNMENTS

6.01 Temporary assignments to officer and driver positions shall go to the senior qualified on-duty

personnel of the next lower classification, except however, when such a vacancy will require calling in off-duty personnel.

Employees who have been temporarily assigned to higher classifications for a period of one (1) hour or more shall be paid at the rate required of that classification for the period of their assignment. In no case shall an employee's rate of pay be reduced by such an assignment.

6.02 Temporary assignment to paramedic shall occur when daily on-duty staffing levels drop below 5 career staff and the FF/EMT (with paramedic certification) is forced to cover primary ambulance duty. A FF/EMT (with paramedic certification) who is forced to act as a paramedic when sent on an off-duty transfer with an EMT-Basic partner shall also be granted temporary assignment.

6.03 Employees temporarily assigned to higher classifications, including EMT to Paramedic, for a period of one (1) hour or more shall be paid at the rate required of that classification for the period of their assignment. In no case shall an employee's rate of pay be reduced by such an assignment.

ARTICLE VII - POSTING OF JOBS/FILLING OF VACANCIES

7.01 Vacancies in existing positions: Management shall reserve the right to determine if an existing position shall be filled. Positions that are determined necessary to be filled will be posted not less than two weeks. Notice shall clearly state the application requirements, pay classifications applicable to the position and/or any other information applicable.

7.02 Vacancies for newly created positions: A notice shall be posted within three (3) days after the new position has been approved by the council, and remain posted for a period of not less than two (2) weeks. The notice shall clearly state the application requirements, an outline of the job requirements, pay classifications applicable to the position, and/or any other information applicable.

7.03 Selection: The employee selected and the Union will be advised of the selection to fill such vacancy by written order of the Chief not later than forty-eight (48) hours after the selection is made.

7.04 Filling Vacancies: All promotional vacancies must be filled within ninety (90) days unless an extension is agreeable to both parties. A "promotional vacancy" as used herein shall be deemed to mean vacancies created by newly created positions or by promotions, but shall not include the position of Fire Fighter. Employees appointed to temporarily fill such vacancies or performing the duties required of such vacant positions shall be paid not less than the rate of pay applicable to such positions.

ARTICLE VIII - PROMOTIONS

8.01 Promotions. All positions with the Fire Department other than that of Probationary Fire Fighter shall be promotional and shall be offered to qualified existing employees on the following basis:

8.02 Promotions to Ambulance Attendant will be made from the most senior eligible employee applying for the position with the following minimum qualifications:

1. The employee must have successfully finished his/her probationary period
2. Valid WI Driver's License
3. NREMT-P and WI EMT-P License
4. WI State Certified FF I
5. NIMS 100, 200 and 700

8.03 Promotion to Motor Pump Operator will be made from a list of employees applying for the position with the following minimum qualifications. In addition, each applicant will take a written exam related to this position. The employee shall serve six (6) month probation in the position. The promotion shall be complete upon successful completion of the probationary period. If this probationary period is not successfully completed he/she will be returned to his/her former position without the loss of seniority or benefits. All applicants to this position shall be eligible for the next open position for a three (3) year period without re-testing and shall be ranked in order of score. The employee with the highest point score based on the following scoring system shall be promoted.

The employee must have completed two (2) years of full time employment by the application deadline for the position. (POC/LTE time will not be used).

- | | |
|---|---------|
| 1. Valid WI Driver's License (required) | 1 point |
| 2. NREMT-P and WI EMT-P License (required) | 1 point |
| 3. WI State Certified FF I and FF II (required) | 1 point |
| 4. WI State Certified Driver/Operator - Pumper (required) | 1 point |
| 5. WI Certified Driver/Operator – Aerial* | 3 point |
| 6. Haz-Mat Tech (required) | 1 point |
| 7. NIMS 100, 200 and 700 (required) | 1 point |

The Chief shall implement the following procedure:

- | | |
|----------------------------|--|
| • Written Exam | 25 points possible |
| • Practical Exam** | Pass/Fail |
| • Preceptorship Evaluation | Completed Prior to Exam |
| • Seniority | .75 points/year
(15 points maximum) |
| • Associate Degree | 4 points |
| • Bachelor's Degree | 6 points |
| • Shift Officer Evaluation | 10 points maximum |

Note: *An average of the three (3) most recent years of performance evaluations will be used.*

***WI Certified Driver/Operator – Aerial:**

This course is required to perform the position of Motor-Pump-Operator. Due to limited offerings, the selected candidate will be required to obtain the Aerial Certification when the next available State Certified course is offered within a fifty mile radius from the City of Ashland.

****Practical Exam:**

The practical examination will be selected from the following list. The candidate will draw from and perform under the direction of the Chief and his/her designee. The Training Officer will develop the guidelines for each application. The practical exam will be a PASS/FAIL. Completion of probation will require the candidate to PASS one.

- Pump from a hydrant
- Pump from draft
- Jet-Siphon operation
- Aerial Defensive Operations
- Relay Operation
- Dry Hydrant Operation

8.04 Promotion to Lieutenant will be made from a list of employees applying for the position with the following minimum qualifications. In addition, each employee will take a written exam and take part in an assessment center. The employee shall serve six (6) month probation in the position. The Captain will provide a monthly progress report. The promotion shall be complete upon successful completion of the probationary period. If this probationary period is not successfully completed he/she will be returned to his/her former position without the loss of seniority or benefits. All applicants to this position shall be eligible for the next open position for a three (3) year period without re-testing and shall be ranked in order of score. Applicants on the eligibility list who are not promoted shall be allowed to serve in the acting position. The employee with the highest point score based on the following scoring system shall be promoted.

- | | | |
|----|---|--------------------------------|
| 1. | The employee must have completed five (5) years of full time employment by the application deadline for the position. (POC time and/or LTE time will not count) | |
| 2. | Valid WI Driver's License (required) | 1 point |
| 3. | NREMT-P and WI EMT-P License (required) | 1 point |
| 4. | WI Certified Fire Officer I (required) | 1 point |
| 5. | NIMS 100, 200, 700, 300 and 400 (required) | 1 point for completion of all |
| 6. | WI State Certified FF I and FF II (required) | 1 point for completion of both |
| 7. | WI Certified Driver Operator (required) | 1 point |

8.	WI Certified Aerial Operator (required)	3 point
9.	Haz-Mat Tech (required)	1 point
10.	FEMA Public Information Officer*	1 point
11.	Safety Officer*	1 point
12.	NFA RO297, Command and Control, Decision Making at Multiple Alarm Incidents (required)	4 points
13.	NFA WI Certified Fire Instructor	2 points
14.	Associate Degree	4 points
15.	Bachelor Degree	6 points
16.	Additional NFA class (excluding the above NFA courses) of classroom instruction.	.25 points per 8 hours

Prior to making a recommendation to the Police and Fire Commission, the Chief shall implement the following procedure:

- Written exam 25 points possible
- Seniority .75 points/year
(15 points maximum)
- Assessment Center 50 points possible
- Shift Officer Evaluation 10 points max
- Note:** *An average of the three (3) most recent years of performance evaluations will be used.*
- Chief's Evaluation 15 points maximum
- Note:** *An average of the three (3) most recent years of performance evaluations will be used.*

***FEMA Public Information and Safety Officers:**

The FEMA Public Information Officer and the Safety Officer courses are necessary to safely perform the position of Lieutenant. The selected candidate will be required to obtain the PIO and the Safety Officer certifications upon immediate availability. The PIO and the Safety Officer courses will be required for the position of Captain. One point total will be awarded for completion of the PIO course.

8.05 Promotion to Captain will be made from a list of employees applying for the position with the following minimum qualifications. In addition each employee will take a written exam and take part in an assessment center. The employee shall serve six (6) month probation in the position. The promotion shall be complete upon completion of the probationary period. If this probationary period is not successfully completed he/she will be returned to his/her former position without the loss of seniority or benefits. All applicants to this position shall be eligible for the next open position for a three (3) year period without re-testing and shall be ranked in order of score. The employee with the highest point score based on the following scoring system shall be promoted.

1. The employee must have served as an AFD Lieutenant for a minimum of one (1) year and will have all required qualifications on the Lieutenants promotion list.

2. The employee must have completed seven (7) years of full time employment by the application deadline for the position. (POC time and or LTE time will not count)
3. The employee must have completed the PIO and Safety Officer Courses.
4. Associate Degree (required) 4 points
5. Bachelor Degree 6 points
6. Additional NFA class of classroom instruction .25 points per 8 hours

Prior to making a recommendation to the Police and Fire Commission, the Chief shall implement the following procedure:

- Written Exam 25 points possible
- Seniority .75 per year, 15 points maximum
- Assessment Center 50 points
- Shift Officer Evaluation 10 points max

Note: *An average of the three (3) most recent years of performance evaluations will be used.*

- Chief's Evaluation 15 points max

Note: *An average of the three (3) most recent years of performance evaluations will be used.*

8.06 **Mentorship Program:** The following are set forth to identify personnel who are enrolled in the Department's mentorship program and are qualified to fill the acting position at two separate levels. These shall be identified as Acting Lieutenant and Acting Captain:

Acting Captain positions shall be those identified and qualified to fill the position of acting Captain as the sole duty officer. The candidate must have successfully completed all the qualifications to perform this role.

Acting Lieutenant positions shall be those identified and qualified to fill the position of acting lieutenant when there is an officer on shift and the lieutenant's position is vacant. Department candidates that are enrolled in the mentorship program will be required to complete the required training as the course(s) become available. The Fire Chief may exempt a candidate from partaking in a particular course due to hardship and will be handled on a case-by-case basis. Candidates will be required to submit quarterly progress reports to the Fire Chief no later than one week after the end of each quarter to remain an active participant in the program. Candidates that continue to show progress towards completing the required qualifications will be paid upgrade pay while filling the position in an acting capacity. Upgrade will not be paid if; 1) Lieutenant's position is covered by the on-duty shift Lieutenant, 2) progress report(s) are not submitted within the required time frame, 3) candidate(s) that does not apply and/or complete an offered required course.

Acting Captain Qualifications:

1. The employee must have completed five (5) years of full time employment (POC time and or LTE time will not count)
2. 2 year Fire Associates Degree (preferred)

3. Valid WI Driver's License (required)
4. Paramedic Certification (required)
5. WI Certified Fire Officer I (required)
6. NIMS 100, 200, 700, 300 and 400 (required)
7. WI State Certified FF I and FF II (required)
8. WI Certified Driver Operator (preferred), or by bid position (required)
9. WI Certified Aerial Operator (preferred), or by bid position (required)
10. Haz-Mat Tech (required)
11. FEMA Public Information Officer* (required)
12. Safety Officer* (required)
13. NFA RO297, Command and Control, Decision Making at Multiple Alarm Incidents (required)
14. Certified Emergency Services Instructor (required)
15. Completion of Preceptorship evaluation (required)
16. Competency in Fire House and/or LEADERS software (required)

*Personnel will be expected to complete the training at next available opportunity.

*The FEMA Public Information Officer and the Safety Officer: These courses are necessary to safely perform the position of a Permanent Acting Lieutenant. The selected candidate will be required to obtain the PIO and the Safety Officer certifications upon immediate availability.

Acting Lieutenant Qualifications:

1. Minimum three (3) years as a FTE with department (required)
2. High school graduation or equivalent (required)
3. 2 year Fire Associates Degree (Preferred)
4. Valid WI Driver's License (required)
5. Paramedic Certification (required)
6. *WI Certified Fire Officer I (preferred)
7. NIMS 100, 200, 700, (required)
8. WI State Certified FF I and FF II (required)
9. WI Certified Driver Operator* (preferred), or by bid position (required)
10. WI Certified Aerial Operator* (preferred)
11. Haz-Mat Tech (required)
12. FEMA Public Information Officer* (preferred)
13. Safety Officer* (preferred)
14. NFA RO297*, Command and Control, Decision Making at Multiple Alarm Incidents (preferred)
15. Certified Emergency Services Instructor (preferred)
16. Competency in Fire House and/or LEADERS software (required)
17. Completion of or in progress of Preceptorship evaluation (required)

*Personnel will be expected to complete this training as it becomes available.

Personnel shall be considered for these positions based on seniority, qualifications and interest. A list of qualified and interested personnel shall be maintained for each tier.

ARTICLE IX - PROBATIONARY STATUS - NEW EMPLOYEES

9.01 There shall be no seniority among probationary employees. New employees shall be considered probationary employees, until they have been in the employ of the Employer for twelve (12) months. At the end of such period, the employee shall acquire seniority from the date hired. Probationary employees shall have all the benefits and conditions of work afforded to employees with seniority, except tenure and as otherwise expressly noted herein.

ARTICLE X - DISCIPLINARY ACTION

10.01 Infractions of any reasonable Rules of Conduct established by the employer of which the Union has been duly notified shall be subject to disciplinary action, as provided under sec. 62.13, Wis. Stats.

ARTICLE XI - GRIEVANCE PROCEDURE

11.01 The parties agree that the prompt and just settlement of grievances is of mutual interest and concern. The grieving employee shall first bring the complaint to the steward or Grievance Committee of the Union. If it is determined after investigation by the Union that a grievance does exist, it shall be processed in one of the two manners described below. The negotiation of the grievance shall begin within fifteen (15) calendar days of the date of the incident or the date the aggrieved employee first learned of the incident.

11.02 There shall be two grievance procedures:

1. Disciplinary and discharge action
2. Other grievances regarding the application or interpretation of this agreement

1. Disciplinary and Discharge Action Grievance Procedure:

- A. The Employer agrees that employees will be discharged and/or disciplined for just cause only.
- B. The Grievance Committee shall first attempt to resolve the matter with the Fire Chief.
- C. If the grievance is not resolved within seven (7) calendar days of the attempt in Step 2 above, said grievance shall be reduced to writing and submitted to the Police and Fire Commission within fourteen (14) days. The Grievant and/or Grievance Committee shall set forth to the best of their knowledge the applicable facts and the sections of the contract alleged to have been violated. The Police and Fire Commission shall respond to the grievance in writing with copies to the grievant and the Grievance Committee within fourteen (14) calendar days of receipt of the written grievance.
- D. If the grievance is not resolved under Step 3 above, the parties shall individually or jointly request the Wisconsin Employment Relations Commission to submit a list of five arbitrators. The selection of the arbitrators shall be affected by the parties

alternately striking names from the list until only one name remains. The Employer shall be first to strike a name from the list. The Arbitrator, after hearing both sides of the issue, shall put his/her decision in writing to the parties, which shall be final and binding on both parties. The policy of "winner takes all" shall prevail and the loser shall pay the entire cost of the arbitration and preparation of the transcript. Each party shall be responsible for their own legal costs and other expenses involved in the preparation of their individual case.

2. Other Grievances Regarding Application or Interpretation of this Agreement

- A. The Union Grievance Committee shall first attempt to resolve the matter with the Fire Chief.
- B. If the grievance is not resolved within seven (7) calendar days of the attempt in Step 1 above, said grievance shall be reduced in writing and submitted to the Ashland City Council's Committee of the Whole within fourteen (14) calendar days. The Committee of the Whole shall respond to the grievance in writing with copies to the grievant and Grievance Committee within fourteen (14) calendar days of the receipt of the written grievance.
- C. If the grievance is not resolved under Step 2 above, the parties shall individually or jointly request the Wisconsin Employment Relations Commission to appoint an arbitrator from their staff. The Arbitrator, after hearing both sides of the issue, shall put his/her decision in writing to the parties which shall be final and binding upon both parties. Expenses, if any, shall be shared equally by the parties. Each party shall bear their own expenses involving the preparation and presentation of their case. If a transcript is prepared, the parties shall share the expense of the arbitrator's transcript and each shall bear the costs of its copy.

11.03 Any aggrieved employee shall have the right of the presence of a steward when his/her work performance, conduct, or other matters affecting his/her status as an employee is subject to discussions for the record in either procedure contained herein.

11.04 The arbitrator shall neither add to, delete from, nor modify the express terms or conditions of the Agreement in either procedure contained herein.

11.05 The time limits set forth in this Article may be extended by mutual agreement.

ARTICLE XII - LOSS OR DAMAGE

12.01 City Property: Employees shall not be assessed or charged for loss or damage to City property or materials unless such loss or damage occurred as a result of the willful and malicious act of an employee.

12.02 Third Parties: The Employer shall authorize the City Attorney to defend actions brought against any fire fighter or shall pay reasonable attorney's fees and costs of defending such action, grown out of any acts done in the course of his/her employment or out of any alleged breach of his/her

duty as such fire fighter.

12.03 Judgements: Any judgment obtained against such fire fighter shall be paid by the employer provided the fire fighter acted in good faith as provided in Section 895.46, Wisconsin Statutes.

ARTICLE XIII - SICK LEAVE

13.01 Any employee incurring a non-duty sickness or disability shall receive sick leave with full pay. Duty incurred sickness or disability shall not be charged to the accumulated sick leave of the employee after Workmen's Compensation becomes effective.

13.02 The first three (3) days of duty incurred injury time off shall not be charged against the accumulated sick leave of the employee.

13.03 A day herein is defined as: A working day consists of one (1) twenty-four (24) hour shift.

13.04 Employees shall be entitled to one (1) day per month, accumulative to seventy-five (75) days starting with the first day of employment, for sick leave with pay. Up to an additional thirty (30) days may be given at one-half (1/2) of present rate of pay with the approval of the Common Council. The City may require a doctor's certificate for a claimed illness after the third consecutive work day.

13.05 For those who have reached a maximum accumulation of sick leave, an additional day of leave will be granted per year and may be taken at the employee's discretion provided, however, that the Chief is given forty-eight (48) hours advanced notice. Only one employee shall be off on this leave on any particular work day. The leave shall be granted on a first come first serve basis.

13.06 Maximum sick leave lost shall not exceed eleven (11) days per calendar month.

13.07 Sick leave pay shall be paid upon retirement or forced retirement due to disability to the employee or his/her estate at the rate of one-half (1/2) of his/her accumulated sick leave but not to exceed thirty-seven and one-half (37 1/2) days at the employee's present rate of pay.

13.08 An employee may use his/her sick leave for absences required by emergency medical care, emergency dental care, and emergencies or serious illness or injury to immediate family. The officer in charge will have the right to approve or disapprove claimed emergencies.

13.09 In order to be granted sick leave with pay, an employee must:

1. Report immediately to the officer in charge.
2. Keep the Chief informed of the circumstances if absence is more than one (1) working day duration.

13.10 The Employer shall provide each employee with a statement of his/her accumulated sick leave credit upon request.

13.11 In the event of death of any employee while still employed by the City, One Hundred (100)

percent of the employee's unused, accumulated sick leave shall be paid to the employee's spouse, or if none, to the surviving children or estate.

13.12 The City shall comply with the "Wisconsin Family Leave Act" in any situation not governed by the provisions of the Union Contract.

ARTICLE XIV - MILITARY/DEATH-IN-FAMILY LEAVE

14.01 Military Leave: All employees having permanent status and who are duly enrolled members of the National Guard, the State Guard, the Officers Reserve Corps, the Enlisted Reserve Corps, Naval Reserve Corps, Naval Reserve, the Marine Corps Reserve or Naval Forces of the United States or the State of Wisconsin, now or hereafter organized or constituted under federal law, are entitled to leaves of absence without loss of seniority, to enable them to attend military or naval schools, field camps or instruction and naval exercises, which have been duly ordered held but not to exceed fifteen (15) days, excluding Sundays and Holidays, in the calendar year in which so ordered and held.

14.02 Death in the Family Leave: All employees shall receive time off without loss of pay, if normally scheduled to work, for a death in the immediate family.

- A. Immediate family is defined as spouse, son, daughter, mother, father, legal guardian, sister, brother, grandchildren, mother-in-law, father-in-law, step parents, and step children.
- B. Two (2) twenty-four (24) hour duty periods of leave shall be granted with pay, to employees regardless of length of service, for any death in the immediate family.
- C. When there is death in the family of an employee, family being defined as sister-in-law, brother-in-law, grandparents, both maternal and paternal or spouse's grandparents, a maximum of one (1) twenty-four (24) hour duty period shall be granted with pay.
- D. Employees shall be permitted to exchange hours for additional funeral experiences not covered by the above paragraphs (funeral leave).
- E. In hardship cases the chief may, in his/her sole discretion, grant the use of one sick leave day in addition to immediate family funeral leave.
- F. A twenty-four (24) hour advanced notice to (1) Chief, (2) Assistant Chief, or (3) Officer in Charge, shall be given for additional time off to employee without penalty other than loss of pay for days not worked due to circumstances involved in a death of the immediate family.

ARTICLE XV - DUTY INCURRED DISABILITY PAY

15.01 An employee, while performing within the scope of his/her employment as provided in Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), shall receive the difference between his/her prevailing straight time salary and his/her Worker's Compensation benefits described herein as "Injury Pay" for the period of time he/she may be temporarily totally or temporarily partially

disabled because of said injury, not to exceed thirty (30) weeks from date of injury.

15.02 Special cases may be extended by mutual agreement between the Union and the Employer.

15.03 If after thirty (30) weeks an employee is still unable to return to work but continues to receive Worker's Compensation payments, he/she may, at his/her option, utilize his/her accrued sick leave to the amount necessary to receive his/her full salary.

15.04 Limited Duty:

A. Employees who suffer an injury on duty but who are able to perform limited duties shall be required to do so rather than take injury leave. Whether or not an employee is able to perform limited duties shall be determined by the employee's doctor, the Employer's doctor, or both, or in the case of disagreement, a doctor mutually agreed upon by the Employer and the Union. The first 30 days of limited duty work is performed on a 24 hour shift, the person's regularly scheduled shift. The 40 hour week begins after 30 days of 24 hour shift work. Limited duty shall consist of working eight (8) hours per day, forty (40) hours per week, 7:00 a.m. to 4:00 p.m., with an hour for lunch, Monday through Friday, unless the doctor(s) determine a shorter work schedule is appropriate, and the member performing such duty shall not be considered part of the regular duty shift. Limited duty shall require the employee to work as a member of a normal shift but the member shall only perform those duties approved by his/her doctor, the Employer's doctor, both doctors, or in the case of disagreement, a doctor mutually agreed upon by the Employer and the Union. An employee on duty-incurred light duty shall be allowed to use sick time to meet obligations scheduled prior to work-related injury. Said employees shall not work on observed holidays nor be penalized for such.

B. This provision will not result in the reduction of FLSA when employees are working a 40-hour workweek, nor will this provision reduce the employees' biweekly salary.

C. The Employer shall make the determination of whether an employee shall perform limited duty subject only to approval of the medical authority as described herein.

D. The various duties to be performed as "limited duties" shall be made available in advance to the medical authority making the determination of whether or not a member can perform such duties. The Employer and the Union shall review every thirty (30) days, duties performed by an employee when limited duties are involved; medical advice shall be sought during such review.

E. It is understood and agreed, however, that the Employer shall have the final determination of how long and when limited duty shall be continued or terminated.

F. "Limited" duties shall only include Fire Department duties and may include, but shall not be limited to, the following:

- a) Inspection duties
- b) Housekeeping duties (cleaning, sorting, dusting, sweeping, polishing, etc.)
- c) Statistical reports

- d) Conduct, schedule and/or attend training sessions (CPR, first aid, paramedic training, etc.)
- e) Updating occupancy records
- f) Pre-fire planning

G. The list of duties to be performed as “limited” duty may be reviewed from time to time by the Employer in consultation with the Union and medical personnel.

H. An employee performing limited duties shall not engage in outside employment unless such employment is limited to the duties allowable while on limited duty.

I. An employee on sick leave for an injury not related to workers compensation may opt to participate in the limited duty program. An employee who chooses to participate in the limited duty program will be subject to follow the same guidelines (medical) as an employee who is injured on the job. If said employee chooses not to participate in the limited duty program for an off duty injury, said employee will then utilize accrued sick leave. The decision to participate must be made at the onset of the disability or as soon thereafter as possible, but no later than fifteen (15) calendar days after the onset of the disability.

J. An employee performing limited duty shall not be charged sick leave when such duties are performed. When working limited duty for off duty injuries, the employee shall save one hour of sick leave for every hour performing limited duty. If the employee becomes ill while performing limited duty, they shall be charged hour for hour of the absence, not to exceed 40 hours in a week. If the employee chooses to participate in the limited duty program for off duty injuries, the employee will work five (5) eight (8) hour days.

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ARTICLE XVI - VACATIONS

16.01 Employees shall be eligible for vacations on the following anniversary date of employment:

Anniversary Year	Vacation Allowance
1	4
2	5
3	5
4	6
5	6
6	6
7	7
8	8
9	8

10	9
11	9
12	9
13	10
14	10
15	11
16	12
17	12
18	13
19	13
20	14
21<	15

16.02 Vacation allowances shall not be cumulative, and after qualifications have been met for vacation, it must be taken between the first Monday in January and December 31.

16.03 In case of termination, an employee will be paid his/her accrued and unused vacation from his/her anniversary date to the termination date. Vacation benefits shall be accrued at the rate of 1/12th of the employee's authorized vacation for each full month of employment.

16.04 Vacations shall be picked by Departmental Seniority.

16.05 Three (3) employees shall be allowed vacations opposite each other providing they are not on the same work shift.

16.06 Five (5) vacation workdays shall be picked first in accordance with seniority. Employees eligible for eight (8) vacation workdays shall pick in accordance with seniority following the five (5) workday schedules. Employees eligible for eleven (11) vacation workdays shall pick in accordance with seniority following the five (5) and eight (8) workday schedule. Vacation days may either be used in succession as a block of time or maybe taken in single increments. Vacation time shall be picked in 24 hour increments with up to five consecutive increments on the first round and up to three consecutive increments on successor rounds. After all employees have finished picking vacation time those wishing may divide up to three (3) of their days into 6, 8 or 12 hour increments so long as this does not fall on other picked days as per 16.05 of this Article and does not cause any overtime when selected. Bargaining unit members may not take more than 5 consecutive weeks of vacation, trade or compensatory time off and must work three (3) 24 hour work shifts before additional vacation, trade, or compensatory time can be taken.

16.07 The Chief shall have a vacation schedule available for employees on or before December 1, preceding the year vacations are to run so selection of vacations can be completed by January 1. The order of picking vacations shall be by seniority on each shift.

ARTICLE XVII - HOLIDAYS

17.01 The following ten (10) holidays are included in this agreement for all employees:

New Year's Day

Thanksgiving Day

Memorial Day
Independence Day
Labor Day
Veteran's Day

Christmas Day
Christmas Eve Day
New Year's Eve Day
The Friday before Easter

17.02 The rate of pay for the above holidays will be calculated as follows: twelve (12) hours times one point five (1.5) times the current hourly rate (12 x 1.5 x hourly rate of pay) plus the regular days salary, per holiday.

ARTICLE XVIII - BENEFITS

18.01 Health Insurance: The employer shall pay eighty-five percent (85%) of the insurance premium and (90%) of the insurance premium for the dental plan (Family and Single). The employees shall pay fifteen percent (15%) of the Health insurance plan and ten percent (10%) of the Dental plan. The City shall implement a health and dental insurance "premium only" Cafeteria Plan. If Section 125 Cafeteria Plans are abolished, the insurance co-pay shall revert to 90%/10% split.

18.02(A) For employees hired prior to January 1, 1986: Upon retirement or forced retirement to the employee, the employer shall pay the full cost for the employee's individual health insurance policy until covered by Medicare.

18.02(B) For employees hired on or after January 1, 1986: Only upon forced retirement due to a work related disability to the employee, the employer shall pay the full cost for the employee's individual health insurance policy until covered by Medicare.

insurance the City's An employee retiring for reasons other than disability may continue to carry group health coverage after retirement at the employee's own expense and subject to the approval of group health insurer.

18.02(C) Neither 18.02(A) nor 18.02(B) shall be subject to negotiations unless both parties agree in writing to permit such negotiations.

18.03 Pension Fund Contribution: Employees hired prior to July 1, 2011, shall contribute 3% of the employee required contribution to the Wisconsin Retirement Fund. The employer shall pay the remainder of the employee required contribution and the employer required contribution. All employees hired on or after July 1, 2011, shall comply with the state requirements of 2011 Wisconsin Act 10 requiring said employees to pay the employee required contributions to the Wisconsin Retirement Fund.

18.04 Life Insurance: The City of Ashland shall contribute the full cost of each member's participation in the basic coverage of the Group Life Insurance Plan through Wisconsin Retirement System (WRS) and Employee Trust Funds (ETF). Other options offered by WRS/ETF Group Life Insurance that the City of Ashland and its employees are eligible for are solely at the member's cost.~~The employer shall participate in the Group Life Insurance Program of the Department of Employee Trust Funds and shall pay the employee's premium for this insurance.~~

18.05 Out-of-town meals will be paid in accordance with the Current "City Handbook" Policy.

- 18.06 A \$50 bonus shall be paid to employees called back to work for out-of-town medical transfers. In lieu of a \$50 bonus, 3 hours of comp time may be accrued for Advanced Life Support (ALS) only transfers.
- 18.07 A \$75.00 bonus shall be paid to the critical care paramedic providing critical care level services while either on duty or for out-of-town critical care transfers in lieu of a transfer bonus as provided for in Section 18.06 of the contract. In lieu of a \$75 bonus (four) 4 hours of compensatory time, at the employees discretion, shall be paid or given to the critical care paramedic providing critical care level services when off-duty and called back to work for out-of-town critical care medical transfers in lieu of the transfer bonus as provided for in section 18.06.

Critical Care: is defined as a patient that has a problem with a high potential to become unstable; critical care patient with any other instrumentation or medication running that is not included in the Wisconsin Paramedic Medication list and/or Wisconsin Paramedic Scope of Practice, but is in the Ashland Fire Department Critical Care Paramedic scope of practice.

Critical Care Paramedic: is defined as a licensed State of Wisconsin Paramedic with a Critical Care Endorsement.

ARTICLE XIX - LONGEVITY

19.01 As of January 1, 1984 the following longevity scale will apply:

5 Years - 1% of base salary	15 Years - 3% of base salary	25 Years – 5% of base salary
10 Years - 2% of base salary	20 Years - 4% of base salary	

Percentages are applied to base salary only, excluding overtime benefits and other fringe benefits. Longevity pay is calculated on a monthly basis; such longevity pay to take effect on the first day on the month following the anniversary date of employment with the City.

ARTICLE XX - UNIFORM ALLOWANCE

20.01 Effective January 1, 2006, between December 1 and December 15 of each calendar year, employees may submit receipts to the Fire Chief for items qualifying for uniform allowance reimbursement, up to a maximum of \$525.00. Prior to December 31 of that same calendar year, employees shall receive a non-taxable clothing reimbursement check equal to the total of the receipts submitted. Any remaining uniform allowance shall be paid to the employee as taxable income prior to December 31.

20.02 New employees shall receive a clothing allowance of one twelfth of the above amount (1/12) per month from the date of their employment for the first year after completion of probation.

ARTICLE XXI - EMPLOYEE ASSISTANCE PROGRAM

21.01 The City and the Union agree that an Employee Assistance Program is in their mutual best interest and hereby support said program.

ARTICLE XXII - POLICIES AND PROCEDURES MANUAL

22.01 The Comprehensive Policies and Procedures manual will apply to all members and officers of the Ashland Fire Department except in cases which may conflict with this contract.

ARTICLE XXIII – TRANSFER EMT

23.01 All bargaining unit members agree to work cooperatively with Transfer EMTs for the purpose of securing medical transfer opportunities which would otherwise be turned down by the Fire Department due to an on-duty shortage of, or the unavailability of off-duty full-time staff personnel.

(A) A Transfer EMT is defined as any qualified person, hired by the City of Ashland, to assist with medical transfers and is not a member of the bargaining unit.

23.02 The Employer shall not use Transfer EMTs as a means of reducing approved staffing levels for the Fire Department.

23.03 The Employer shall not use Transfer EMTs in any manner inconsistent with Article XXVIII.

ARTICLE XXIV - FAIR LABOR AND STANDARDS ACT

24.01 As of January 1, 1987, the City agrees to pay all members of this local those monies due them under the Fair Labor and Standard Act. This payment shall be paid bi-weekly and based on 33 work cycles.

ARTICLE XXV – PARAMEDIC AND AMBULANCE PAY

25.01 Overtime pay shall be authorized for all off-duty training required for Certification, Re-Certification, and continuing education for EMT and EMT-P, or any other training as authorized by the Chief.

ARTICLE XXVI - RESIDENCY

26.01 Employees covered under the terms of this agreement shall be required to reside within fifteen (15) miles of the City limits in accordance with 66.0502 Wis. Stats.

ARTICLE XXVII - PAGER PROGRAM

27.01 Pager Recall: The Employer may implement a pager recall system in order to summon fire fighters to emergency calls in accordance with department policy and operating procedures. The Employer shall consult with the Union prior to promulgating such policies and procedures. Any participation by Union members in a pager recall system shall be on a voluntary basis

ARTICLE XXVIII - RIGHT OF FIRST REFUSAL

28.01 Except as otherwise provided herein, no work historically performed by permanent and probationary members of the bargaining unit shall be conveyed in whole or in part outside the bargaining unit. Any employment or work opportunity historically performed by permanent and probationary members of the bargaining unit, whether caused by an employee's absence, temporary or permanent vacancy, emergency or non-emergency call-in, shall be first offered to full-time permanent and probationary bargaining unit members. In the event no full-time permanent or probationary bargaining unit member accepts the offer of work, then and only then, may the work be offered to any Transfer EMT, part-time employee or individual not a member of the bargaining unit.

ARTICLE XXIX - TERMS OF AGREEMENT

29.01 If either party desires to negotiate any changes in this agreement to become effective after the end of the term of this agreement or extension thereof, it shall notify the other party in writing of its desires to enter into such negotiating one hundred and eighty (180) days prior to the end of the contract period.

29.02 The employer agrees not to enter into any other agreement written or verbal, with employees individually or collectively which in any way conflicts with the provisions of this agreement.

29.03 This agreement expresses the complete agreement and understanding of the parties on all matters pertaining to wages, hours and working conditions constitute the full settlement of all bargaining issues for the term of the agreement.

29.04 This agreement shall become effective as of January 1, 20~~21~~¹⁹ and shall remain in full force and effect to and including December 31, 20~~23~~³⁰.

29.05 The waiver of any breach, term or condition of this agreement by either the Employer or the Union shall not constitute a precedent in the future enforcement of all its terms and conditions.

29.06 If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

IAFF Local 875 and City of Ashland AGREEMENT: 2021-2023

This Agreement shall be in full force and effect from January 1, 2021, to and including December 31, 2023.

WITNESS

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by their duly authorized representatives and committees, this _____, 2021.

CITY OF ASHLAND

**IAFF Union LOCAL 875, City of Ashland
Fire Department**

Mayor Debra Lewis

Union President

Brant Kucera, City Administrator

Union Vice-President

Denise Oliphant, City Clerk

Union ~~Committee Member~~ Representative

Barb Zanella, City Comptroller

SIDE LETTER OF AGREEMENT

**Between
City of Ashland
And
IAFF LOCAL 875**

The City of Ashland and IAFF LOCAL 875 jointly agree that if any townships withdraw from fire service or ambulance service contracts with the City, the union and the City agree to meet in an attempt to resolve and/or mitigate ramifications.

CITY OF ASHLAND

FIREFIGHTERS LOCAL 875

Mayor Debra Lewis~~Brant Kucera, City Administrator~~

Union President

Brant Kucera, City Administrator

Union Vice-President

Denise Oliphant, City Clerk

Union ~~Committee Member~~Representative

Barb Zanella, Comptroller

EXHIBIT A: Pay Schedule

- A. Pay Period: Pay Day shall be every other Thursday.
- B. Longevity: Payable monthly on the first pay day of each month, or annually on the first pay day in November, at the employee’s discretion.
- C. Temporary Assignment: Previous month payable on the first pay day of each month.
- D. Overtime Pay Rates: Bi-weekly Base divided by 112 multiplied by 1.5

E. Wages shall be paid according to the following approved schedule (Table 1 and Table 1A.):

TABLE 1. – Wage Increase Schedule

2021-2023 Wage Increase Schedule						
<u>Position</u>	<u>Rate per Hour</u>					
	2020 Wages	1/1/2021 2.00%	1/1/2022 1.25%	7/1/2022 1.25%	1/1/2023 1.50%	7/1/2023 1.50%
Firefighter/EMT <1 Year	\$16.39	\$16.72	\$16.93	\$17.14	\$17.40	\$17.66
Firefighter/EMT >1 Year	\$18.18	\$18.54	\$18.77	\$19.00	\$19.29	\$19.58
Firefighter/Paramedic <1 Year	\$17.13	\$17.47	\$17.69	\$17.91	\$18.18	\$18.45
Firefighter/Paramedic >1 Year	\$18.84	\$19.22	\$19.46	\$19.70	\$20.00	\$20.30
MPO/EMT	\$18.52	\$18.89	\$19.13	\$19.37	\$19.66	\$19.95
MPO/Ambulance Attendant Paramedic	\$19.35	\$19.74	\$19.99	\$20.24	\$20.54	\$20.85
Lieutenant/EMT	\$19.48	\$19.87	\$20.12	\$20.37	\$20.68	\$20.99
Lieutenant/Paramedic	\$20.36	\$20.77	\$21.03	\$21.29	\$21.61	\$21.93
Captain/EMT	\$20.04	\$20.44	\$20.70	\$20.96	\$21.27	\$21.59
Captain/Paramedic	\$20.94	\$21.36	\$21.63	\$21.90	\$22.23	\$22.56

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WAGE BREAKOUT SCHEDULE					
INCREASE: 1/1/2021 – 2.0%					
POSITION TITLE	Hourly	Overtime	Base	2021 FLSA	Bi-Weekly
Firefighter/EMT <1 Year	\$16.72	\$25.08	\$1,872.64	\$53.05	\$1,925.69
Firefighter/EMT >1 Year	\$18.54	\$27.81	\$2,076.48	\$58.82	\$2,135.30

Firefighter/Paramedic <1 Year	\$17.47	\$26.21	\$1,956.64	\$55.45	\$2,012.09
Firefighter/Paramedic >1 Year	\$19.22	\$28.83	\$2,152.64	\$60.97	\$2,213.61
MPO/EMT	\$18.89	\$28.34	\$2,115.68	\$59.94	\$2,175.62
MPO/Ambulance Attendant Paramedic	\$19.74	\$29.61	\$2,210.88	\$62.67	\$2,273.55
Lieutenant/EMT	\$19.87	\$29.81	\$2,225.44	\$63.05	\$2,288.49
Lieutenant/Paramedic	\$20.77	\$31.16	\$2,326.24	\$65.87	\$2,392.11
Captain/EMT	\$20.44	\$30.66	\$2,289.28	\$64.90	\$2,354.18
Captain/Paramedic	\$21.36	\$32.04	\$2,392.32	\$67.79	\$2,460.11

WAGE BREAKOUT SCHEDULE INCREASE: 1/1/2022 - 1.25%					
POSITION TITLE	Hourly	Overtime	Base	1/1/2022 FLSA	Bi-Weekly
Firefighter/EMT <1 Year	\$16.93	\$25.40	\$1,896.16	\$53.71	\$1,949.87
Firefighter/EMT >1 Year	\$18.77	\$28.16	\$2,102.24	\$59.56	\$2,161.80
Firefighter/Paramedic <1 Year	\$17.69	\$26.54	\$1,981.28	\$56.14	\$2,037.42
Firefighter/Paramedic >1 Year	\$19.46	\$29.19	\$2,179.52	\$61.73	\$2,241.25
MPO/EMT	\$19.13	\$28.70	\$2,142.56	\$60.68	\$2,203.24
MPO/Ambulance Attendant Paramedic	\$19.99	\$29.99	\$2,238.88	\$63.45	\$2,302.33
Lieutenant/EMT	\$20.12	\$30.18	\$2,253.44	\$63.83	\$2,317.27
Lieutenant/Paramedic	\$21.03	\$31.55	\$2,355.36	\$66.69	\$2,422.05
Captain/EMT	\$20.70	\$31.05	\$2,318.40	\$65.71	\$2,384.11
Captain/Paramedic	\$21.63	\$32.45	\$2,422.56	\$68.64	\$2,491.20

WAGE BREAKOUT SCHEDULE INCREASE: 7/1/2022 - 1.25%					
POSITION TITLE	Hourly	Overtime	Base	7/1/2022 FLSA	Bi-Weekly
Firefighter/EMT <1 Year	\$17.14	\$25.71	\$1,919.68	\$54.38	\$1,974.06
Firefighter/EMT >1 Year	\$19.00	\$28.50	\$2,128.00	\$60.30	\$2,188.30

Firefighter/Paramedic <1 Year	\$17.91	\$26.87	\$2,005.92	\$56.84	\$2,062.76
Firefighter/Paramedic >1 Year	\$19.70	\$29.55	\$2,206.40	\$62.50	\$2,268.90
MPO/EMT	\$19.37	\$29.06	\$2,169.44	\$61.44	\$2,230.88
MPO/Ambulance Attendant Paramedic	\$20.24	\$30.36	\$2,266.88	\$64.25	\$2,331.13
Lieutenant/EMT	\$20.37	\$30.56	\$2,281.44	\$64.63	\$2,346.07
Lieutenant/Paramedic	\$21.29	\$31.94	\$2,384.48	\$67.53	\$2,452.01
Captain/EMT	\$20.96	\$31.44	\$2,347.52	\$66.54	\$2,414.06
Captain/Paramedic	\$21.90	\$32.85	\$2,452.80	\$69.49	\$2,522.29

WAGE BREAKOUT SCHEDULE INCREASE: 1/1/2023 - 1.5%					
POSITION TITLE	Hourly	Overtime	Base	7/1/2022 FLSA	Bi-Weekly
Firefighter/EMT <1 Year	\$17.40	\$26.10	\$1,948.80	\$55.20	\$2,004.00
Firefighter/EMT >1 Year	\$19.29	\$28.94	\$2,160.48	\$61.21	\$2,221.69
Firefighter/Paramedic <1 Year	\$18.18	\$27.27	\$2,036.16	\$57.69	\$2,093.85
Firefighter/Paramedic >1 Year	\$20.00	\$30.00	\$2,240.00	\$63.44	\$2,303.44
MPO/EMT	\$19.66	\$29.49	\$2,201.92	\$62.36	\$2,264.28
MPO/Ambulance Attendant Paramedic	\$20.54	\$30.81	\$2,300.48	\$65.21	\$2,365.69
Lieutenant/EMT	\$20.68	\$31.02	\$2,316.16	\$65.60	\$2,381.76
Lieutenant/Paramedic	\$21.61	\$32.42	\$2,420.32	\$68.54	\$2,488.86
Captain/EMT	\$21.27	\$31.91	\$2,382.24	\$67.53	\$2,449.77
Captain/Paramedic	\$22.23	\$33.35	\$2,489.76	\$70.54	\$2,560.30

WAGE BREAKOUT SCHEDULE INCREASE: 7/1/2023 - 1.5%					
POSITION TITLE	Hourly	Overtime	Base	7/1/2022 FLSA	Bi-Weekly
Firefighter/EMT <1 Year	\$17.66	\$26.49	\$1,977.92	\$56.03	\$2,033.95
Firefighter/EMT >1 Year	\$19.58	\$29.37	\$2,192.96	\$62.13	\$2,255.09

Firefighter/Paramedic <1 Year	\$18.45	\$27.68	\$2,066.40	\$58.56	\$2,124.96
Firefighter/Paramedic >1 Year	\$20.30	\$30.45	\$2,273.60	\$64.39	\$2,337.99
MPO/EMT	\$19.95	\$29.93	\$2,234.40	\$63.30	\$2,297.70
MPO/Ambulance Attendant Paramedic	\$20.85	\$31.28	\$2,335.20	\$66.19	\$2,401.39
Lieutenant/EMT	\$20.99	\$31.49	\$2,350.88	\$66.59	\$2,417.47
Lieutenant/Paramedic	\$21.93	\$32.90	\$2,456.16	\$69.57	\$2,525.73
Captain/EMT	\$21.59	\$32.39	\$2,418.08	\$68.55	\$2,486.63
Captain/Paramedic	\$22.56	\$33.84	\$2,526.72	\$71.59	\$2,598.31

End of Contract



International Association of Firefighters

Local 875 – Ashland Professional Firefighters

215 6th Street East

Ashland, WI 54806



SIDE LETTER OF AGREEMENT - SCHEDULE CHANGE **Between City of Ashland and IAFF Local 875**

The parties agree that the basic workweek for bargaining unit members shall remain an average fifty-six (56) hours. The basic duty tour shall remain at twenty-four (24) hours beginning at 0700 each day and ending at 0700 hours the following day.

Duty tours shall be scheduled in a repetitive cycle for each of the three (3) shifts as follows:
One (1) duty tour on-duty, one (1) duty tour off-duty, one (1) duty tour on-duty, one (1) duty tour off-duty, one (1) duty tour on-duty, four (4) duty tours off-duty.

The Fire Chief and the Union shall work collaboratively to implement the change from the current repetitive schedule to the schedule described above, on or about January 1, 2022. Said schedule change shall be implemented so as to avoid disruption of the services of the Ashland Fire Department to the greatest extent possible. Any occurrences during the implementation of the schedule change which cause bargaining unit members to work greater than the fifty-six (56) hour average work week shall be compensated as per ARTICLE V, Sections 5.03 and 5.05.

The schedule change shall be evaluated following implementation and either party shall have the option to revert back to the current schedule at the end of the contract term. Should either party opt to revert back, the parties shall work collaboratively to implement the change back as close as possible to the end of the contract term understanding that the change may occur near the end of 2023 or near the beginning of 2024.

Debra Lewis, Mayor

Union President

Brant Kucera, City Administrator

Union Vice President

Denise Oliphant, City Clerk

Union Representative

Barb Zanella, Comptroller

SUBJECT: Approve a Preliminary Resolution Declaring Intent to Levy Special Assessments under Municipal Police Power Pursuant to Sec. 66.0703, WI State Statute for the Waterfront Access Road Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Department

EXHIBITS:

1. Proposed Resolution
2. City of Ashland Sidewalk Special Assessment Policy
3. Excerpt of Minutes, November 11, 2020 Public Works Committee
4. PROJECT LOCATION MAP - Prentice Avenue and St. Claire St Road and Utility Improvements

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORDINANCE 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: N/A

SUMMARY STATEMENT:

The Waterfront Access Road consists of reconstruction of St. Claire Street between Prentice Avenue and Stuntz Avenue. Portions of adjacent side streets including N 5th Avenue East, N Willis Avenue and N 7th Avenue East will also be improved through a combination of resurfacing and/or reconstruction. The project is scheduled for construction in 2021.

The project is partially funded by the Wisconsin Department of Transportation (WIDOT). On October 27, 2020 Council approved an agreement with WIDOT, and on November 17, 2020 Council approved an agreement with Cedar Corporation for engineering services.

Public Works staff reviewed the project and the City's existing policy for sidewalk special assessment with the Public Works Committee at their November 11, 2020 meeting. The Public Works Committee recommended proceeding with sidewalk special assessments in accordance with the current policy.

The preliminary resolution authorizes the City Public Works Department to proceed with development of a report for sidewalk special assessments on the Waterfront Access Road. After the report is completed, a Public Hearing will be held to allow affected residents to comment on the proposed special assessments.

The existing sidewalk currently extends from Prentice Avenue to Willis Avenue. The project grant was predicated on providing multimodal connectivity between key features of Ashland's waterfront, and construction of new sidewalk is proposed for both sides of the street from Willis Avenue to Stuntz Avenue, providing pedestrian access from Prentice Avenue to Stuntz Avenue.

The project design will minimize removal and replacement of existing sidewalks that are in good condition as parts of the existing sidewalk on St. Claire was replaced approximately twelve years ago.

RESOLUTION No. 17612

PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY SPECIAL ASSESSMENTS UNDER MUNICIPAL POLICE POWER PURSUANT TO SEC. §66.0703, WI STATE STATUTES FOR THE WATERFRONT ACCESS ROAD PROJECT

RESOLVED, by the Ashland Common Council, City of Ashland, Wisconsin, Ashland County, Wisconsin:

1. The Ashland Common Council hereby declares its intention to exercise its police power under §66.0703, Stats., to levy special assessments upon property in the assessment district hereafter described for benefits conferred upon such property by reason of the following public work and improvements:

Concrete Sidewalk Installation and Replacement

2. The property to be assessed lies within the following described assessment district:

- a. All properties adjacent to St Claire Street from Prentice Avenue to Stuntz Avenue, City of Ashland, Ashland County, Wisconsin.
- b. All properties with existing sidewalk adjacent to Willis Avenue from St Claire Street to US Highway 2, City of Ashland, Ashland County, Wisconsin.

3. The total amount assessed against the properties in the described assessment district shall not exceed 50% of the cost of the improvements.

4. The Ashland Common Council determines that the improvements constitute an exercise of the police power for the health, safety and general welfare of the municipality and its inhabitants.

5. The City Public Works Department shall prepare a report which shall consist of:

- a. Preliminary plans and specifications for the improvements.
- b. An estimate of the entire cost of the proposed improvements.
- c. A statement that the property against which the assessment are proposed will be benefitted.
- d. Schedule of proposed assessments

6. When the report is completed, the City Public Works Department shall file a copy of the report with the City Clerk for public inspection and, if state property is to be assessed, shall mail a copy of the report to the responsible state agency and, for assessments of \$50,000 or more, to the Wisconsin State Building Commission.

7. Upon receiving the report of the Public Works Department, the City Clerk shall cause notice to be given stating the nature of the proposed improvements, the general boundary lines of the proposed Assessment District, (including a small map thereof) the time and place at which the report may be

inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and the report. This notice shall be published as a class 1 notice under Ch. 985, Stats, and copy shall be mailed, at least 10 days before the hearing, to every interested party whose address is known or can be ascertained with reasonable diligence.

8. The hearing shall be held virtually with people able to attend virtually or in person at the Ashland City Hall, 601 West Main Street, Ashland, Wisconsin, at a time set by the City Clerk in accordance with §66.0703, Stats., which shall be not less than 10 nor more than 40 days after publication.

9. The number of installments in which the assessment against any parcel may be paid shall be determined at the hearing provided for in paragraph 7, above.

PASSED: January 26, 2021

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

CITY OF ASHLAND, WISCONSIN SIDEWALK SPECIAL ASSESSMENT POLICY

(Dated: March 24, 2006)
(Referenced by Ordinance No. 530; Adopted May 9, 2006)

1.0 PURPOSE

The purpose of this Policy is to assure fair and equitable cost recovery for pedestrian infrastructure improvements and to set forth a methodology determining the amount of the assessment for the improvements and circumstances on a reasonable basis. It is the policy of the City of Ashland that all properties specially benefiting from sidewalk improvements pay a portion of their fair share of the cost of such improvements.

The policies contained herein are designed to serve as a general guide for the City Council in allocating benefit to properties. The City Council reserves the right to vary from these policies if the assessments derived by imposition of the policies create obvious inequities, where the assignment of benefit to a particular property is difficult to determine, or because of extreme or unusual circumstances, or for other good reason.

2.0 SPECIAL ASSESSMENT PROCEDURES

The Wisconsin Statutes prescribe the general procedures which cities must follow to specially assess property for local improvements. Typical public improvement projects for which special assessments are levied include sidewalks and related pedestrian infrastructure elements. Pertinent statute sections include §66.0703 and §66.0907. In accordance with §66.0907, municipalities may impose assessments for the costs of laying, removing, replacing, repairing, and maintaining sidewalks. Charges for sidewalk work are levied under police powers and do not require a showing of benefit to properties charged (*Lisbon Ave. v. Town of Lake*, 134 Wis. 470, 475, 113 N.W. 1099 (1908)).

The City of Ashland adopts, makes a part of this policy by reference, and incorporates the procedures for levying special assessments as contained in Wisconsin Statutes §66.0907. Whenever the provisions of this policy are contrary to those contained in §66.0703, §66.0907, or other applicable provisions of the Wisconsin Statutes or administrative regulations, the Wisconsin Statutes or administrative regulations shall control.

All special assessments levied in the City of Ashland shall be grounded in the exercise of police powers for the health, safety and welfare of the public.

It is hereby determined that all properties lying within the incorporated boundaries of the City of Ashland receive similar benefit for similar categories of improvements and therefore the rates established for the levy of special assessment shall be applied on a uniform basis throughout the City, for the benefits received, regardless of the location of the improvements and the method of financing. In no case shall the total special assessments exceed the total cost of all improvements constructed as part of the annual Capital Improvement Program (CIP).

3.0 ASSESSMENT BASIS

Special assessments are to be computed and based on a per linear foot of frontage basis (i.e., *front footage* basis), except in the case of residential corner lots.

The front footage of corner lots shall be determined by the side of the lot bearing the street address and front entrance of the home. All corner lots shall receive a 140 ft. *flankage credit* for sideyard sidewalk. The assessment for corner lots shall be limited to the front footage plus any remaining side footage after deducting flankage credit. All residential corner lots receive this 140 ft. flankage credit.

The following examples help to illustrate how corner lots are assessed:

- a) If a large 140' (front) by 150' (deep) corner lot is to receive all new sidewalks on both sides, then the assessment would be for 150 ft. total (140' of frontage plus 150' side yard minus the flankage credit of 140') = 150 ft. total).
- b) If a smaller 100' (front) by 140' (deep) corner lot is to receive all new sidewalks on both sides, then the assessment would be for 100 ft. total (100' of frontage plus 140' side yard minus the flankage credit of 140') = 100 ft. total). Likewise for a 50' or 75' wide lot.

If a corner lot did not have sidewalk on its frontage OR its frontage sidewalk is all in excellent shape, and the project calls for new sidewalk installation on its flanking side only; then the property would be assessed for only that portion of the flanking side that exceeds the 140 ft. flanking credit. For example,

- c) If a large 100' (front) by 150' (deep) corner lot is to receive a new side yard sidewalk (flanking side) only; then the special assessment would be for 10 feet (150' deep flanking side minus 140' flankage credit).

The flankage credit is determined to be 140 feet based on the fact that the typical Ashland lot is 140 ft. deep. The flanking side of a lot is not intended to be special assessed until the amount of sidewalk installed or replaced on the flank within any 20 year period exceeds 140 lineal feet.

4.0 ASSESSABLE PROJECT ELEMENTS AND COSTS

Recognizing that it is the policy of the City of Ashland to levy special assessments to recover approximately 50% of the cost of constructing sidewalk improvements. The City Council establishes the locations and priorities for sidewalk improvement projects as described in Ordinance 530, *Ordinance to Adopt a Sidewalk Construction, Maintenance, and Use Policy for the City of Ashland*.

The City Council establishes the assessment rates for sidewalk improvements. Annually the Director of Public Works/City Engineer will recommend adjustments in the special assessment rates based on construction costs experienced the previous construction season. This rate will be published in the Comprehensive Fee Schedule, adopted annually by City Council.

All construction shall be in accordance with standards as published in the most recent version of the *City of Ashland Standard Specifications for Sidewalk Construction*, unless otherwise approved in writing from the Director of Public Works/City Engineer.

Assessable project elements and costs to be included in the special assessment computations are described herein:

- a) Sidewalk Removal, Saw Cutting, and other associated demolition costs: Costs for removal, saw cutting, and other associated demolition costs of existing sidewalks is to be included with construction costs.
- b) Grading and Gravel Base: The grading and construction of a gravel base for sidewalk construction will be included with construction costs.
- c) Curb, Gutter, and Pedestrian Handicap Ramps: The construction or replacement of concrete curb and gutter associated with installation of pedestrian ramps and/or adjacent sidewalks will be included in cost computations, and shall be allocated evenly as part of general sidewalk improvement construction costs. This shall include the installation of color-contrasted truncated dome devices for visually impaired pedestrians.
- d) Sidewalk Construction Costs: New sidewalk construction, or complete replacement of existing sidewalk, is to be included in the costs for construction.
- e) Replacement Sidewalk and Repairs to Existing Sidewalk: Spot repairs of existing sidewalk, including grinding, milling, mud-jacking, or individual panel replacement is to be included in the costs for construction.
- f) Tie-in Sidewalks and Driveway Aprons: Sidewalks and driveway aprons that tie-in and connect to the public walkways (carriage and entrance walks) shall be included with general construction costs only to the extent that they are removed and replaced to facilitate construction of the new sidewalk or to accommodate necessary grade changes. General improvements elected by the property owner are not included in the general project costs; and while encouraged by the City, all such improvements and related expenditures shall be independently borne by the property owner.
- g) Boulevard (Terrace) Restoration: For the purpose of this paragraph the word boulevard (terrace) means that area between the back of the curb and the sidewalk, or, in the absence of a sidewalk, the property line.

Boulevard (terrace) restoration, seeding or sodding will be included in the cost calculations. No assessments will be made for replacement of turf located outside the street right-of-way that is required to be replaced to facilitate the matching of the existing yard to the new street construction.

- h) Retaining Walls: When it is determined that the construction of retaining walls, as part of street improvements, has a shared benefit between the property owner and the City, in that the property owner usually has larger useable lot area than would be available in the absence of the wall. The cost of constructing a retaining wall will therefore be split, with 50% of the cost of constructing the first five feet (5') of height of the retaining wall special assessed to the abutting lot. The City will pay for 50% of the cost of the first five feet (5') of height and 100% of the cost above five feet (5') of height of a retaining wall. A retaining wall shall be assessed

on a square foot basis for the amount of retaining wall constructed adjacent to the benefited property.

- i) Expected Service Life: Sidewalks and related infrastructure are judged to have a normal useable life expectancy. For the purposes of determining whether or not special assessments apply to properties, the expiration of an expected service life shall be the governing criterion. Sidewalks beyond the expected service life as noted below shall be assessed; those within the service life shall be exempt from assessments. For the purpose of this policy, the life expectancy for sidewalk improvements is as follows:

Pedestrian Handicap Ramps/Truncated Dome Devices – 20 years
Sidewalks – 20 years

5.0 ASSESSMENT AMOUNTS AND REPAYMENT

This section of the policy to sets forth the amounts and repayment terms of special assessments.

- a) Special assessments shall be for approximately 50% of the construction costs as determined by the criteria noted above. The actual assessment rate shall be set annually and adopted by Council as part of the Comprehensive Fee Schedule.
- b) Special assessments may be paid in full following completion of the work (with no interest), or through 10 equal annual installments.
- c) The interest rate shall be 1% above the City's borrowing rate (as determined by loan or bond issuance) to cover overhead expenditures associated with administration of the program.
- d) Assessments shall be due in full upon sale or transfer of the property.
- e) The payment of special assessments through installments may be extended in cases of hardship. Repayment terms may be extended to 20 years of equal installments (per 66.0715) if a resident so chooses.

6.0 MISCELLANEOUS PROVISIONS

It is the intention of this section of the policy to clarify special circumstances, which may arise in establishing the benefit to lots as a result of public improvements completed by the City of Ashland.

- a) The policies set forth in this document do not alter the requirements of the City's subdivision and zoning codes with regard to a developer's responsibility to provide and pay for required improvements at the time that any given property is to be improved.

- b) The City of Ashland shall special assess improvements to railroad property as permitted by the Wisconsin Statutes, except as may otherwise be determined by the City Council.
- c) The City of Ashland shall bear 100% of the costs associated with constructing sidewalks on city-owned properties.
- d) The City of Ashland's utilities shall bear 100% of the costs associated with constructing sidewalks on utility properties (allocated to the appropriate utility).
- e) Projects constructed by Federal or State monies/agencies that include full payment of sidewalk construction costs as part of the respective projects are not subject to special assessments. Those that provide partial or no payment of sidewalk construction costs will be special assessed, subject to the specific requirements of pertinent federal and state funding sources.
- f) Property owners undertaking their own work, or arranging for pre-approved contractors to do so, shall not be special assessed. However, they are responsible for completing all work as described herein and in accordance with Ordinance 530.

Bill Kurtz made a motion to install pedestrian crossing flashing lights at the trail crossing at 24th Ave E. Seconded by Ed Calhan. Motion carried.

d. Discussion and Recommendation on Sidewalk Special Assessment Policy & Waterfront Access Road

John presented to the Committee information regarding the Waterfront Access Road Project, St. Claire between Prentice and Stuntz. The project is scheduled for reconstruction in 2021 and is in the design phase. Currently, there are sidewalks on all but four blocks of the project zone. The committee reviewed and discussed the current sidewalk special assessment policy. After review the committee agreed that sidewalks should be installed on St Claire to provide safe walking routes. Bill Kurtz made a motion to special assess for sidewalks on both sides of St Claire between Prentice and Stuntz in accordance to the City of Ashland Special Assessment Policy. Ed Calhan seconded the motion. Motion carried.

Agenda Item 7: Items of Interest for Future Meetings

General Information Regarding Utility Systems and Infrastructure Needs

Agenda Item 8: Set Next Meeting Date

December 10, 2020

Agenda Item 9: Adjournment

Motion by Bill to adjourn at 7:03p.m., seconded by Phil. Motion passed

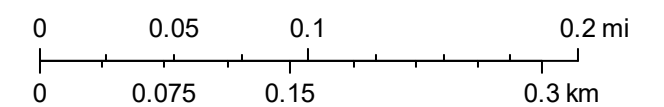
PROJECT LOCATION MAP



12/2/2019 9:50:06 AM

PRENTICE AVENUE AND ST. CLAIRE ST ROAD AND UTILITY IMPROVEMENTS

1:4,514



City of Ashland Public Works Department, GIS Division
PICTOMETRY INTL

SUBJECT: Approve a Resolution to Submit Wisconsin Department of Natural Resources Grant Applications for Financial Aid (*Parks & Recreation*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: City Administration
Finance Department

EXHIBITS: 1. Proposed Resolution

EXPENDITURES REQUIRED: As Budgeted

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed development conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan, Comprehensive Outdoor Recreation Plan and Waterfront Redevelopment Plan

SUMMARY STATEMENT:

A resolution approved by the City Council is required by the State of Wisconsin to apply for grants sponsored by the Wisconsin Department of Natural Resources. The City has applied for Stewardship, Urban Forestry, Wildlife Abatement, Sport Fish Restoration, Recreation Boating Facilities and Urban Nonpoint Source Planning Grants.

RESOLUTION No. 17611

RESOLUTION TO SUBMIT WISCONSIN DEPARTMENT OF NATURAL RESOURCES GRANT APPLICATIONS FOR FINANCIAL AID

WHEREAS, The City of Ashland is interested in obtaining a cost-share grant from the Department of Natural Resources for the purposes as described in the application; and

WHEREAS, financial aid is required to carry out the project.

THEREFORE, BE IT RESOLVED, that The City of Ashland has budgeted a sum sufficient to meet the match requirement; and hereby authorizes Sara Hudson, Director for the Department of Parks and Recreation to act on behalf of the City of Ashland to:

- Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Submit reimbursement claims along with necessary supporting documentation within six months of project completion date;
- Submit signed documents;
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that the Common Council of the City of Ashland does approve the resolution confirming that the City and its staff will comply with state or federal rules for the programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

PASSED: January 26, 2021

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Approve to Apply for a Recreational Boating Facilities and Sport Fishing Restoration Grants for the Kreher Park Redevelopment Project: Boat and Trailer Parking Lot (*Parks and Recreation*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: City Administrator
Finance Department
Public Works Department

EXHIBITS: 1. WI DNR Boat and Fishing State and Federal Grant Application

EXPENDITURES REQUIRED: \$249,000 - RBF Match 50%
\$ 62,500 - SFR Match 50%
\$312,500 - Total

AMOUNT BUDGETED: SFR is a federal grant, RBF is a state grant. Federal Grants can be used to Match state grants and vice versa
\$125,000 - SFR
\$125,000 - WFD Fund 453
\$ 62,500 - TDB
\$312,500

APPROPRIATION REQUIRED: \$187,500 - WFD Fund 453 and TBD

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed development conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan, Comprehensive Outdoor Recreation Plan and Waterfront Redevelopment Plan.

SUMMARY STATEMENT:

After speaking with the regional DNR Grants Specialist and hearing that the City of Ashland's 2020 request for RBF funding was objected to by the State of Wisconsin Joint Finance Committee, the City has come up with a modified plan to fund the redevelopment of the Superfund Site (Kreher Park Redevelopment). The City will use the 2018 award of \$500,000 from RBF and \$125,000 (approved but pending grant agreement) from SPF to construction the Kreher Park Boat Launch. Estimated cost for the construction of the boat launch is ~\$1,000,000. Below is a tally of the funding the City has to use towards this part of the project:

\$500,000 RBF
\$125,000 SFR
\$300,000 Marina Loan
\$ 87,000 NSP
\$1,012,000 Total

These 2021 requests for \$249,000 and \$125,000 will go towards the paving the of the parking lot and thoroughfare for the Kreher Park Redevelopment. Grant requests for under \$250,000 do not need to go before the Joint Finance Committee.

Estimated cost for Park Lot and Thoroughfare Project is ~\$600,000. If awarded, City staff will come back to council for final approval of grant and determine where the remaining funding and match will come from.

Applications are Due February 1, 2021.

Notice: This form is authorized under s. 30.92, Wis. Stats. and 50 C.F.R. 80 Code of Federal Regulations. You must complete this form in order to apply for or receive financial assistance from the Wisconsin Department of Natural Resources. Failure to complete this form will result in denial of financial assistance. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Laws [ss.19.31-19.39 Wis. Stats.]

1. Complete the suggested resolution in Section 10 or submit a resolution conforming to the appropriate section of ch. NR 7, Wis. Adm. Code.
2. Have you contacted your regional Community Services Specialist(CSS)? ☒ Yes ☐ No
If you answered No  and contact your CSS.
3. Submit copies of all forms and attachments to your regional Community Services Specialist.
See Section 8 for checklist of required attachments.

Date Approved	
Leave Blank - DNR Use	
Date Received	Project Number(s)

Notice to Applicant. If you are applying for a federal grant you will need a DUNS Number:

D&B D-U-N-S Request Service

DUNS Number
071499719

Section 1: Grant Programs

☒ **Recreational Boating Facilities (RBF) - Type of Project:**

- ☒ Development Project
- ☐ Aids to Navigation & Regulatory Markers
- ☐ Weed Harvesting Equipment
- ☐ Channel Dredging
- ☐ Trash Skimmer

☐ **Sport Fish Restoration (SFR) - Type of Project:**

- ☐ Recreational Boating Access
- ☐ Fishing Pier or Flat
- ☐ Non-motorized launch, canoe, kayak or raft
- ☐ Feasibility Study

☐ **Clean Vessel Act (CVA) - Type of Project:**

- ☐ Construction, renovation, operation and maintenance of pump out or dump stations and/or lift stations
- ☐ Education/Information

☐ **Boating Infrastructure Grant (BIG)**

Section 2: Applicant Information

Applicant/Organization Name City of Ashland		Address 601 Main St W	
Individual Authorized to Act on Behalf of Applicant per Resolution Sara Hudson	City Ashland	State WI	ZIP Code 54806
Title Director, Parks and Recreation	County Ashland		
Phone Number (include area code) (715) 685-1644	E-mail Address shudson@coawi.org		
Cell Phone Number. (include area code) (715) 209-5836	Mail Check to (if different from applicant)		
FAX Number (include area code)	Organization		

Section 3: General Project Information

Project Title
Kreher Park Redevelopment : Parking Lot and Thoroughfare

Project Location:

County Ashland	Township 48	Range N 04	☐ E ☒ W	Section 33	1/4 1/4 SW	1/4 NW	GPS Coordinates (Latitude/Longitude in DD) 46.35333/90.53317
Waterbody Name Lake Superior				Acres (DNR will fill in)			

Do you have the necessary permits for your project? ☒ Yes ☐ No

In order to qualify for funding you must submit the necessary permits.

Boating and Fishing State and Federal Grant Application

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Section 4: Financial Information		Leave Blank – DNR Use Only		
Total Project Cost	\$600,000	Total Project Cost		%
Source of Matching Funds				%
Applicant Share (Includes local budget, force acct., etc.)	\$226,000	Applicant Share		%
Other State funds/grants Specify:		Other State Funds/Grants		%
Other Federal funds/grants Specify: SFR	\$125,000	Other Federal Funds/Grants		%
Other (Donations, etc.) Specify:		Other		%
Grant Request	\$249,000	Grant Awarded		%

Section 5: Required Project Information				
Property Owner Name (if other than applicant)		Phone Number (include area code)		
State of Wisconsin Board of Commissioners of Public Land		(608) 266-1370		
Address		City	State	ZIP Code
101 E Wilson St, PO Box 8943		Madison	WI	

☐ Public Entity
 ☐ Private Entity
 ☒ Lease or Easement
 Expiration Date: 12/31/2068

Who will be responsible to build/operate/maintain the project for at least 20 years?

City of Ashland

Is this project new construction or a renovation of an existing facility?	☒ New ☐ Renovation	Number of vehicle/trailer parking spaces currently at the location:	0	How many vehicle/trailer parking spaces are you planning to add?	48
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For an inland lake project, what is the total number of vehicle/trail parking spaces currently on the proposed waterbody at public facilities?	Will your project have single vehicle parking spaces?	☒ Yes ☐ No	If yes, how many?	38
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For a Great Lake or river project, what is the distance to the nearest existing public access site?	6 miles	Does your project location have any designated disabled parking space(s)?	☒ Yes ☐ No	If yes, how many?	4
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Is your project (boat launch, boarding dock, pier, restrooms, etc.) accessible to people with disabilities?	☒ Yes ☐ No	If no, are there any other locations on the waterbody accessible to people with disabilities?	☐ Yes ☐ No	If yes, where is the location?
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Does your project develop an access facility on an inland lake or river where no public access exists? ☐ Yes ☒ No

Is your project associated with a harbor of refuge or protected launch (structures such as bulkheads and breakwaters necessary to provide safe water conditions) ref. NR 7.03(14)?	☒ Yes ☐ No	If yes, explain. There is a breakwall near the proposed launch associated with this parking lot.
--	---	---

Will your project correct a significant health or safety hazard NOT due to inadequate routine maintenance?	☐ Yes ☒ No	If yes, explain.
---	---	------------------

Is this project required to fulfill a compliance order or court ruling? ☐ Yes ☒ No
If yes, include a copy with key provisions highlighted.

Describe the geography of the current site. Include physical characteristics, topography, vegetation cover type, presence of any waterways/wetlands, current land use and zoning classification, etc.

The Kreher Park Redevelopment sits on the former Ashland/Northern States Power Lakefront Superfund Site. The final remediation is 99% complete, awaiting EPA approval. Topography is flat and proposed vegetative cover is grass. Historically the site was a lumber yard, coal gasification plant, and park area for special events, boat storage and overflow camping.

☐ Check here if the applicant conducts a boating safety enforcement and education program approved by the Department of Natural Resources

Boating and Fishing State and Federal Grant Application

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Existing launch facilities:

Do you charge a launch fee? ☒ Yes ☐ No If yes, how much? \$5.00 If no, contact your CSS.

New launch facilities:

Will you charge a launch fee? ☒ Yes ☐ No If yes, how much? \$5.00

Do you have a budget for maintenance? ☒ Yes ☐ No

Have any of the following reviews been completed for the property?

Rare Species ☐ Yes ☒ No

Phase I Environmental Site Assessment ☒ Yes ☐ No

Archaeological and Historical ☐ Yes ☒ No

If yes, explain and/or provide a copy of the review

The site is a Superfund Site and is in the final remediation phase. The Record of Decision and Finding of Fact lays out what is in the site and what can be done with the site.

What is the state of readiness of your project?

☐ Project has final engineering plans suitable for construction or construction bidding or project does not require further planning or design for construction to begin.

☒ Project has preliminary site plans but additional engineering or design work are necessary before construction can begin.

Are there any known controversies/complications with the proposed project? Are there any measures proposed to address the controversies/complications? Please identify any known controversies.

The site is made up of properties formerly owned by Northern States Power Co. /Xcel Energy and the Canadian National Railroad. Contaminants found in sediment, groundwater, soil and a buried ravine include tar, oil and other waste consisting of polyaromatic hydrocarbons, or PAHs, volatile organic compounds, or VOCs, and metals.

Section 6: Project Description & Proposed Timeframe

Use language that an evaluator unfamiliar with your project will understand. If the project will be completed in phases, please list specific work activities that will be undertaken during each phase.

The City of Ashland is seeking additional funding to assist in the redevelopment the former Ashland/Northern State Power Lakefront Superfund Site in the Chequamegon Bay of Lake Superior into a public boat trailer/vehicle parking lot and thoroughfare.

The new boat trailer/vehicle parking lot and thoroughfare will increase boat parking at the Ashland Boat Launch by 42 spaces, four being ADA compliant.

The Ashland/Northern States Power Lakefront Superfund site is made up of several properties historically owned by Northern States Power Co. of Wisconsin (d/b/a Xcel Energy), Canadian National Railroad and the City of Ashland. The twenty six (26) acre site contains sixteen acres of contaminated lake sediment just off-shore and ten (10) acres of contaminated upland area. The near-shore portion of the site was formed by the placement of fill consisting of sawdust, wood and wood waste, demolition debris, and other waste material. The upland area was the home to a former manufactured gas plant. Contaminants found in sediment and groundwater includes tar, oil and other waste consisting of polyaromatic hydrocarbons, or PAHs, volatile organic compounds, or VOCs, and metals. Soil, groundwater, and an adjacent residential area were also contaminated causing the closure of two artesian wells and the installation of an onsite wastewater treatment plant to perpetually treat the contaminated ground water.

Since 2002, when the site was placed on the Superfund National Priorities List by the Wisconsin Department of Natural Resources (DNR) and US Environmental Protection Agency (EPA), access to a portion of the bay and shore was restricted to boats and swimmers. Clean up of this site began in 2013 with the remediation of the 10 acre land portion of the project. A permanent breakwater barrier was built in 2015 in the Bay to control wave action during the cleanup and provide a safe harbor for future development of the site. In 2016 a successful pilot wet dredge along with the phase 1, soil and groundwater cleanup under the former gas plant was completed. Phase 2, the full-scale wet dredge cleanup in the Chequamegon Bay, has been completed in 2018 and final cap and redevelopment of the site was done in 2019. In 2017, the City of Ashland began working with the Commissioners of Public Lands on a Lakebed Lease for this site. A 50 year lakebed lease was signed in 2018 by the City of Ashland and the Governor of Wisconsin. The historical uses of the site caused the lakebed to be filled and the ownership of the area changed hands several times before the City took ownership of the site. Within the Lakebed Lease, the area from Ellis Ave North to Willis Ave North is Kreher Park. The Superfund site covers the area from Ellis Ave North to Prentice Ave North and this grant would be used for the redevelopment of the western most half of the site.

Section 7: Project Feasibility Statement

Describe, justify and state the project objectives to include economic, environmental and engineering aspects (who, what, where, when and why). Include dimensions of the property and proposed facilities.

The City is seeking funding to construction a thoroughfare and boat trailer/vehicle parking lot. As part of the remediation, a 6' concrete apron is present on the site able to be by pedestrians. The City recently received a Wisconsin Coastal Management Grant to redevelop the old railroad grade on the southern part of the property into a pedestrian trail, reconnecting the eastern and western sections of the Ashland Rails to Trails System (an 11.5 mile paved pedestrian trail the encompasses the city). The pedestrian trail will assist with giving access to the site and also keeping pedestrain traffic away from the boat launch. A thoroughfare will connect Ellis and Prentice Avenues North. Kreher Park is located on the Lake Superior shoreline in the center of Ashland between the Ashland Marina (Ellis Ave North) and the Ashland Oredock (Willis Ave N) measuring approximately 20 acres. The area is divided up into two 10 acre sections: the 10 acre eastern most section is the current Kreher Park RV Campground and teh Ashland Marina's boat launch and the 10 acre western most section is the former Ashland/NSP Lakefront Superfund site. This proposal is for the 10' acre western most section of the site.

The proposed project will create 44 additional parking spots at the Ashland Boat Launch.

The City of Ashland is seeking assistance in returning the Ashland/NSP Lakefront Superfund Site into community recreational space on the southern shoreline of Lake Superior in Chequamegon Bay. The City has retained AMI Engineers to work on this project. The City, AMI, NSP and their engineering firm, Braun Intertec, have already been closely working together to develop plans for the redevelopment of the site. Both firms have experience working with post superfund sites.

The final phase of the superfund cleanup, the capping of the site, is 99% complete. NSP is awaiting approval from US EPA to close out the site, and turn ownership over to the City. The cap on the site consists of 3-4' of clean fill over the remediated soil, topped off with 18" of clay and short rooted vegetation to prevent leaching of remaining contaminants to the surface and to provide a barrier from the entry of precipitation into the soils and groundwater below. Concrete or asphalt can also be used as a cap barrier.

Over the last five years the City of Ashland's Marina has been negatively impacted by the clean up of the Superfund site. Prior to the cleanup, the Marina offered boat owners near water storage for their boats; this was a revenue generator for the Marina. With the lack of storage, revenue dollars decreased. Fewer revenue dollars meant less maintenance could be done on the marina, current boat launch, and parking lot. The current public boat launch was built in late 1980's, is not ADA compliant and was made for smaller boats.

During the same time the Superfund Site is being cleaned up, there has also been a shift in the mentality of Ashland residents. Recreation is now thought of as a viable economic driver. Authentic Ashland 2035 – A Comprehensive Plan for the City of Ashland, emphasizes re-connecting the City of Ashland to Lake Superior, starting the Kreher Park Redevelopment Project will help the City on its way to achieving that goal. This project is a vital link between past and future and from land to water. The City's motto is "Find Yourself Next to the Lake."

Section 8: Checklist For Projects

RBF	SFR	CVA	
☒	☐	☐	Project resolution by grant applicant authorizing participation (See Section 10 sample resolution)
☒	☐	☐	Statement of project's feasibility Section 7.
☒	☐	☐	Cost estimate worksheet – Form 8700-014 (estimated costs to meet the project objectives)
☒	☐	☐	Project location clearly marked on a map
☒	☐	☐	Project area footprint (site plan detailed on a map)
☒	☐	☐	Topographical map of project location
☒	☐		Illustration (drawings/photos) of project area in its current condition. Include existing boat launch, dock, restrooms, etc.
☒	☐		Drawings of the proposed project including buildings, parking lots, ramps, piers, etc.
☒	☐		Plans for launch ramps that show percentage of ramp slope, the water depth at the end of the ramp, and the width of the existing or proposed boarding dock or pier

RBF	SFR	CVA	
☐	☐		Preliminary engineering plans for channel dredging
☒	☐	☐	Estimated construction timeline, including schedule of development phases Section 6 Project Descriptions and Proposed Timelines.
☒	☐	☐	Draft easement or lease document (if development project is on land not owned by applicant)
☒	☐	☐	Copy of required permits

Checklist for weed harvesting and trash skimmer equipment

☐			Project resolution by Grant Sponsor authorizing participation (See Section 10 sample resolution)
☐			Cost estimate worksheet – Form 8700-014 (estimated costs to meet the project objectives)
☐			Copy of proof of approved weed harvesting management plan (weed harvesting equipment only)

Checklist for Navigational or Regulatory Markers

☐			Copy of permit (navigational or regulatory markers)
☐			A copy of the conservation warden permit showing where the buoys will be placed
☐			Information to include the name(s) of the water body, the number and description of the markers
☐			Grant Payment Request and Worksheet (Form 8700-001)
☐			Copies of all invoices or receipts
☐			Proof of Payment (either copies of the front and back of the cancelled checks, or bank statements showing the payments have been made)

Section 9: Certification

I certify that information in this application, and all its attachments, is true and correct and in conformity with applicable Wisconsin Statutes.

Name of Authorized Representative (<i>Type or Print</i>) Sara AH Hudson	Title Director, City of Ashland Parks and Recreation
Signature of Authorized Representative	Date Signed

Submit copies of all forms and attachments to your regional Community Services Specialist.

**Boating and Fishing State and Federal
Grant Application**

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Section 10: Sample Resolution

WHEREAS, _____ hereby requests assistance for the purpose of:

Project description _____

THEREFORE, BE IT RESOLVED, that _____ has budgeted a sum sufficient to complete the study or project, and HEREBY AUTHORIZES _____,

_____ to act on behalf of _____ to:

Submit an application to the Department of Natural Resources for financial assistance;

Sign documents; and

Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that _____ will comply with state and federal rules for the

programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain approval from the Wisconsin Department of Natural Resources before any change is made in the use of the project site (if applicable).

Adopted this _____ day of _____, 20____.

I hereby certify that the foregoing resolution was duly adopted by _____ at a legal meeting on the _____ day of _____, 20____.

Authorized Signature _____

Title _____

SUBJECT: Approve a Resolution to Combine Wards 1, 3, 5, 7, 9, and 11 for the April 6, 2021 Spring Election (*Clerk*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: NA

EXHIBITS: 1. Proposed Resolution

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED: NA

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51: NA

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: NA

SUMMARY STATEMENT:

The Spring Election will be held on Tuesday, April 6, 2021.

Due to the expected voter turnout, Central Count procedures, and use of a single polling place location, wards should be strategically combined into reporting units to maintain simple result reporting. Wards 1, 3, 5, 7, 9, and 11 will be combined, while wards 2, 4, 6, 8, 10 will remain independent reporting units for the April 6, 2021 Spring Election.

The City Council has already approved to a single in-person polling place for the February 16, 2021 Primary and April 16, 2021 Spring Election, and per WI State Statutes, is required to pass a Resolution for combining wards.

RESOLUTION No. 17610

RESOLUTION TO COMBINE WARDS 1, 3, 5, 7, 9, AND 11 FOR THE APRIL 6, 2021 SPRING ELECTION

WHEREAS, the City of Ashland will have a Spring Election on April 6, 2021; and

WHEREAS, the Council must approve combined wards for any election; and

WHEREAS, combining wards strategically ensures easy and simple result reporting.

WHEREAS, Wards 1, 3, 5, 7, 9, and 11 will be combined as one reporting unit. Wards 2, 4, 6, 8 and 10 will remain independent reporting units.

THEREFORE, BE IT RESOLVED, by approval of the Common Council of the City of Ashland that Wards shall be combined as noted for the April 6, 2021 Spring Election.

PASSED: January 26, 2021

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Approve Creation of Task Force to Make Recommendations to the Council for Addressing Ashland Homeless Population (*Mayor*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor
Housing Committee

EXHIBITS:

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORDINANCE 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The Mayor has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

Homelessness is a complex issue which defies simple solutions. The reasons for homelessness in our area are many. The demand for affordable rental and home ownership units in the City of Ashland is far greater than the supply and the gap has worsened in the past few years. For several years, the topic of the unaddressed need for housing for the Homelessness population has been raised by concerned members of the community. The City of Ashland has had several discussions about possible solutions which can be helped by City action at the Housing Committee and the City Council and has made some progress on laying the groundwork for long term improvements. These efforts include facilitating communication and connection among several non-profits in the private sector working with the homeless population, holding homelessness seminars to identify gaps in services, improving property maintenance enforcement to improve the housing stock and increase the number of safe and code compliant units in the city, working with landlords and property owners to connect them with sources of funding to help with improvements, and partnering with private developers to create new and remodeled units in the community.

Previous discussions about the feasibility and sustainability of creating a warming shelter space in the City during the cold winter months have proved unfruitful to date. After discussion at the January 13, 2020, the Housing Committee agreed that it would be useful to create a sub-committee task force of the Housing

Committee with the time and focus solely on the issue of homelessness.

Mission: The goal would be for this Task Force, composed of a diverse membership and representative of the agencies already working in the community in homelessness, to bring a concrete and vetted recommendation back to the Council for consideration.

Timeline: Six months (or sooner) from the time of approval

Members: The Brick, Samantha Ray

Northwest WI Community Services Association (NWCSA), Millie Rounselle

NorthLakes, Designee

New Day Shelter, Designee

Ashland Area Ministerial Association, Designee

Community Member with Homeless Experience

Advisors: Megan McBride, City of Ashland Planning Dept.

Ashland County Human Services

City of Ashland Housing Authority

Crossroads Designee

Others to be Determined

SUBJECT: Approve Creation of a Task Force to Plan and Organize Public Meetings to Discuss Policing in Ashland (*Mayor*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor

EXHIBITS:

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORDINANCE 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The Mayor has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

Mission: To Begin a Community Discussion in the City of Ashland to Organize, Create and Facilitate Community Meeting(s) which can be safely conducted during the COVID pandemic. The purpose of the community meetings would be to bring together members of the community to first listen, learn, and make recommendations for improvements which can be made in the City of Ashland.

Timeline: Three months from date of approval

Proposed Membership: Kate Siegler, Police & Fire Commission Rep.
Cheyenne Otto-DeFoe, Ashland Community Member
Essie Leoso, Bad River Elder
Stacy Craig, Community Ministerial Leader
Designated additional community member TBD

Advisory Members: Chief Bill Hagstrom
Mayor Debra Lewis

SUBJECT: Closed Session Pursuant to WI Stat. 19.85(1)(g): "Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation." (*Update and Discussion on 6th Street West Litigation*) (*City Attorney*)

RECOMMENDATION: Discussion only

DEPARTMENT OF ORIGIN: City Attorney

CLEARANCES: City Attorney, Administration

EXHIBITS:

EXPENDITURES REQUIRED:

AMOUNT BUDGETED:

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The purpose of this discussion as requested by the Administrator is to update Council in regarding the status of the ongoing strategy to pursue to achieve remediation of the defective roadway of 6th Street West.