



Take notice that a meeting of the City of Ashland Committee of the Whole will be held on Tuesday, June 13, 2023 in- person in the City Hall Council Chambers, 601 Main Street W. Ashland, WI with the availability to attend virtually. Meeting will begin immediately following the adjournment of the City Council Meeting to consider and act upon the following agenda.

To join the meeting from your computer, tablet or smartphone:
<https://global.gotomeeting.com/join/500263957>

Or dial in using your phone. United States (Toll Free): 1-877-309-2073 Access Code: 500-263-957

Please contact the Clerk's office if you require accommodations to attend the meeting.

Tuesday, June 13, 2023 Ashland Committee of the Whole Meeting Agenda

Meeting Items

1. Roll Call
2. Approval of Agenda
3. Council President's Report
4. Administrator's Report
5. Discussion Items
 - A. **Discussion on Revisions to City Policies and Ordinances Related to Special Assessments** *(Public Works)*
 - B. **Discussion and Possible Action Regarding a Resolution in Support of Vaughn Public Library Proposed Future Renovations** *(Councilor Ortman)*
 - C. **Discussion and Possible Action Allowing the Fire Department to Apply for the FY2023 Forest Fire Protection Grant** *(Fire Department)*
 - D. **Discussion and Possible Action Regarding the Evaluation Process for the City Administrator** *(Mayor)*
 - E. **Discussion and Possible Action Regarding the Proposed *Good Governance for the City of Ashland*** *(Councilor Ortman)*
6. Items for Future Discussion
7. 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.

Ashland Committee of the Whole Meeting
Tuesday, June 13, 2023 – 6:00 PM
601 Main Street W. Ashland WI 54806



The CITY of
ASHLAND
WISCONSIN

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 the City Clerk's Office at 715-682-7071 (not a TDD telephone number) or FAX: 715-682-7048

SUBJECT: Discussion on Revisions to City Policies and Ordinances Related to Special Assessments (*Public Works*)

RECOMMENDATION: Discussion Only

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Administrator

EXHIBITS:

1. WI State Statute 66.0907 Sidewalks
2. SW Special Assessment Policy
3. Sewer Lateral Policy
4. Ord 612- Special Assessment Repayment
5. Hardship Policy for the Levy of Assessments
6. Sidewalk Special Assessment Deferment Application

COMPLIANCE WITH STRATEGIC PLAN: City residents will have access to reliable and reasonably priced infrastructure.

SUMMARY STATEMENT:

The Public Works Department administrative staff have recently assumed duties related to the implementation of City special assessment policies and procedures from the Finance Department. This transition has led to the identification of various process efficiencies and changes.

Many of these changes are directly related the Public Works Department's recommendation to administer special assessments through the use of standardized software available through Civic Systems. The City currently utilizes Civic Systems products for a variety of functions critical for City business.

The proposed changes are described below and this discussion item is intended to gather feedback from the Council while also informing them of ongoing work to transition these duties prior to future City Council agenda items related to the implementation of City special assessment policies for the MacArthur Ave Reconstruction and the 2023 Sanitary Sewer Main Replacement projects. .

- There is conflicting information regarding the repayment period for special assessments between City Ordinance 612, the City Sidewalk Special Assessment Policy and the City Private Sewer Lateral Assessment Policy. Public Works staff would like to standardize the repayment period for all assessments at 10 yrs. This repayment period is identified in Wisconsin State Statute 66.0907 for sidewalk special assessment.
- In addition, the Sidewalk Special Assessment Policy references the possibility of extending the repayment period for assessments from 10 yrs to 20 yrs in case of hardship. This component of the of the policy is difficult to administer for various reasons and staff recommends implementing provisions for hardship in accordance with the City's Hardship Policy for the Levy of Assessment, which allows the repayment of assessments to be deferred until the sale of the property if applicable income requirements are met.

- The standardization of a 10 year repayment period for all assessments, regardless of type and cost, was recommended by the Public Works Committee at the June 1, 2023 meeting.
- The Sidewalk Special Assessment Policy requires that any sidewalk that has not been in place for 20 yrs be excluded from the assessments. This component of the policy is inefficient to administer following the retirement of long term staff as centralized and comprehensive records for sidewalk special assessment are not available to current staff.

The proposed changes, if supported by the Council, require future revisions to Ordinance 612, the Sidewalk Special Assessment Policy and the Private Sewer Lateral Assessment Policy. Ordinance 612 requires further revisions regarding the scope and types of assessments the City will levy.

66.0907 Sidewalks.

- (1) **PART OF STREET; OBSTRUCTIONS.** Streets shall provide a right-of-way for vehicular traffic and, where the council requires, a sidewalk on either or both sides of the street. The sidewalk shall be for the use of persons on foot, and no person may encumber the sidewalk with boxes or other material. The sidewalk shall be kept clear for the use of persons on foot.
- (2) **GRADE.** If the grades of sidewalks are not specially fixed by ordinance, the sidewalks shall be laid to the established grade of the street.
- (3) **CONSTRUCTION AND REPAIR.**
- (a) *Authority of council.* The council may by ordinance or resolution determine where sidewalks shall be constructed and establish the width, determine the material and prescribe the method of construction of standard sidewalks. The standard may be different for different streets. The council may order by ordinance or resolution sidewalks to be laid as provided in this subsection.
- (b) *Board of public works.* The board of public works may order any sidewalk which is unsafe, defective or insufficient to be repaired or removed and replaced with a sidewalk in accordance with the standard fixed by the council.
- (c) *Notice.* A copy of the ordinance, resolution or order directing the laying, removal, replacement or repair of sidewalks shall be served upon the owner, or an agent, of each lot or parcel of land in front of which the work is ordered. The board of public works, or either the street commissioner or the city engineer if so requested by the council, may serve the notice. Service of the notice may be made by any of the following methods:
1. Personal delivery.
 2. Certified or registered mail.
 3. Publication in the official newspaper as a class 1 notice, under ch. 985, together with mailing by 1st class mail if the name and mailing address of the owner or an agent can be readily ascertained.
- (d) *Default of owner.* If the owner neglects for a period of 20 days after service of notice under par. (c) to lay, remove, replace or repair the sidewalk the city may cause the work to be done at the expense of the owner. All work for the construction of sidewalks shall be let by contract to the lowest responsible bidder except as provided in s. 62.15 (1).
- (e) *Minor repairs.* If the cost of repairs of any sidewalk in front of any lot or parcel of land does not exceed the sum of \$100, the board of public works, street commissioner or city engineer, if so required by the council, may immediately repair the sidewalk, without notice, and charge the cost of the repair to the owner of the lot or parcel of land, as provided in this section.
- (f) *Expense.* The board of public works shall keep an accurate account of the expenses of laying, removing and repairing sidewalks in front of each lot or parcel of land, whether the work is done by contract or otherwise, and report the expenses to the comptroller. The comptroller shall annually prepare a statement of the expense incurred in front of each lot or parcel of land and report the amount to the city clerk. The amount charged to each lot or parcel of land shall be entered by the clerk in the tax roll as a special charge, as defined under s. 74.01 (4), against the lot or parcel of land and collected like other taxes upon real estate. The council by resolution or ordinance may provide that the expense incurred may be paid in up to 10 annual installments and the comptroller shall prepare the expense statement to reflect the installment payment schedule. If annual installments for sidewalk expenses are authorized, the city clerk shall charge the amount to each lot or parcel of land and enter it on the tax roll as a special charge, as defined under s. 74.01 (4), against the lot or parcel each year until all installments have been entered, and the amount shall be collected like other taxes upon real estate. The council may provide that the street commissioner or city engineer perform the duties imposed by this section on the board of public works.
- (5) **SNOW AND ICE.** The board of public works shall keep the sidewalks of the city clear of snow and ice in all cases where the owners or occupants of abutting lots fail to do so, and the expense of clearing in front of any lot or parcel of land shall be included in the statement to the comptroller required by sub. (3) (f), in the comptroller's statement to the city clerk and in the special tax to be levied. The city may also impose a fine or penalty for neglecting to keep sidewalks clear of snow and ice.
- (6) **REPAIR AT CITY EXPENSE.** The council may provide that sidewalks shall be kept in repair by and at the expense of the city or may direct that a certain proportion of the cost of construction, reconstruction or repair be paid by the city and the balance by abutting property owners.
- (7) **RULES.** The council may by ordinance implement the provisions of this section, regulate the use of the sidewalks of the city and prevent their obstruction.
- (10) **APPLICATION OF SECTION; DEFINITIONS.** The provisions of this section do not apply to 1st class cities but apply to towns and villages, and when applied to towns and villages:
- (a) The board of public works shall be the committee or officer designated to handle street or sidewalk matters.

(b) "City" means town or village.

(c) "Comptroller" means clerk.

(d) "Council" means town board or village board.

History: 1975 c. 172, 356, 421, 422; 1979 c. 32; 1983 a. 189, 532; 1991 a. 316; 1993 a. 490; 1999 a. 150 s. 542; Stats. 1999 s. 66.0907; 2015 a. 55.

A city cannot delegate its primary responsibility to maintain its sidewalks, nor delegate or limit its primary liability by ordinance. *Kobelinski v. Milwaukee & Suburban Transport Corp.*, 56 Wis. 2d 504, 202 N.W.2d 415 (1972).

The defendant property owners' failure to remove snow and ice from sidewalks in violation of a municipal ordinance did not constitute negligence per se. *Hagerty v. Village of Bruce*, 82 Wis. 2d 208, 262 N.W.2d 102 (1978).

A city, exercising its police power, can impose a special tax on properties for the cost of installing a sidewalk on an adjacent city right-of-way without showing that the properties would be benefited. *Stehling v. City of Beaver Dam*, 114 Wis. 2d 197, 336 N.W.2d 401 (Ct. App. 1983).

- 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 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.

with federal, state and City standards and specifications. Excavation and trenching shall be included in cost computations.

- b. Backfill & Compaction: For the purpose of this paragraph, the term “backfill and compaction” shall mean all labor, equipment, and material necessary to adequately bed or otherwise fill a trench constructed for the purpose of housing buried sanitary sewer lateral piping in accordance with federal, state and City standards and specifications. Backfill and compaction shall be included in cost computations.
- c. Lateral Piping: For the purpose of this paragraph, the term “lateral piping” shall mean all labor, equipment and material necessary to adequately lay buried piping for a sanitary sewer lateral and connect it to a public sewer main in accordance with federal, state and City standards and specifications. Lateral piping shall be included in cost computations.

Engineering & Administrative Costs: For the purpose of this paragraph, the term “engineering and administrative costs” shall mean all professional services, equipment, and labor necessary for construction staking and inspection by Public Works staff or designated agents. A charge equal to 15% of the construction costs shall be added to the cost of constructing the improvements to privately owned sewer laterals.

8.0 ASSESSMENT AMOUNTS AND REPAYMENT

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

- a) Assessments shall be for 100% of the construction costs as determined by the criteria noted above. The actual assessment rate shall be set and adopted by Council on a project by project basis.
- b) Assessments may be paid in full following completion of the work (with no interest), or through 10 equal annual installments per Ordinance 612.
- 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 assessments through installments may be extended in specific cases in accordance with *Wis. stat. 66.0715*.

9.0 MISCELLANEOUS PROVISIONS

This section clarifies special circumstances, which may arise in establishing the benefit to private property owners as a result of improvements to private sewer laterals completed by the City of Ashland.

Special assessments - general terms and conditions. The following formulas shall apply to all of the aforementioned capital improvements projects to be assessed to property owners:

Each of the capital improvements may be assessed separately or combined for assessment purposes.

The overhead costs for Public Works and construction staking and inspection shall be included as a part of the total improvement cost and assessed against the abutting property in accordance with the aforementioned policies. A charge equal to 15 percent of the construction costs shall be made if it is not possible to determine the exact amount of the overhead costs applicable to a particular improvement.

The cost of improvements abutting an alley or street right-of-way and unassessable frontage shall be included in the total project cost and assessed against the assessable abutting frontage.

Assessments are made hereunder pursuant to the City's Police Powers.

Assessments against property shall be subject to up to 12 percent annual simple interest on the unpaid balance as established by the City Council. The following schedule of payment of principal and interest shall apply to all assessments:

Assessments less than \$299.99 shall be paid within three (3) years.

Assessments from \$300.00 to \$499.99 shall be paid within four (4) years.

Assessments from \$500.00 to \$799.99 shall be paid within seven (7) years.

Assessments over \$800.00 shall be paid within ten (10) years.

HARDSHIP POLICY FOR THE LEVY OF ASSESSMENTS

A. Purpose: The city council acknowledges that the levy of assessments can result in extreme financial hardship in some instances. It therefore enacts this provision in order to provide necessary relief to persons affected by such a levy. It is the intent and purpose of the city council to alleviate the burden of such levies in cases where the loss of the homestead is a reasonable probability, while preserving the right for the ultimate collection of assessments involved.

B. Definitions. Wherever in this section the following words or terms appear they have the meaning indicated, unless the context clearly requires otherwise:

1. "Qualifying family" means a single person or family owning and occupying a homestead against which assessments are levied and who meets the qualifying income standards as outlined within this policy.
2. "Homestead" means the dwelling and so much of the land surrounding it as is reasonably necessary for use as a home, except so much of such land as is vacant and of sufficient size so that it could be divided and sold for development as permitted under appropriate zoning and other regulations.
3. "Assessment" shall include assessments levied under s. 66.60907 or 66.0911, Wisconsin Statutes, and charges imposed under s. 66.60(16), Wisconsin Statutes.
4. "Hardship" is defined as a level of income that falls below the Ashland County Housing and Urban Development HUD Very Low (50%) Income Limits. The below table represents the FY2021 data from the Income Limits : in the most current fiscal year that data is available

		Persons In Family								
FY 2021 Income Limit Area	Median Family Income	FY Income Limit Category	1	2	3	4	5	6	7	8
Ashland County, WI	\$61,000	Very Low (50%) Income Limits (\$)	25150	28750	32350	35900	38800	41650	44550	47400
		Extremely Low (60%) Income Limits (\$)	15100	17420	21960	26500	31040	35580	40120	44660
		Low (80%) Income Limits (\$)	40250	46000	51750	57450	62050	66650	71250	75850

C. The qualifying family shall make application for deferred payment of Assessments as herein provided on forms prescribed by the City Clerk. Applicants for deferment of assessments must own and reside in the property subject to the assessment and demonstrate to the City Treasurer qualification for the deferment by presentation of a copy of the their most recent federal tax return prior to the levying of the assessment, and annually thereafter. Included in family income is the combined income from all family members, age 18 and older that reside in the household for more than 6 months per year.

All information provided on the application shall be considered and treated, to the fullest extent provided by law, as confidential, privileged information, and shall be divulged only by:

1. Persons using the information in the discharge of their duties imposed by law or of the duties of their office; or

2. Order of a court.

D. Where a property is owned by two or more persons, only the income from the family members residing in the homestead and who are responsible for expenses related to maintaining the property shall be considered. For example: A parent who has deeded the homestead to a child where the parent is living in and maintaining the homestead under a life estate provision and where the child is living elsewhere. Property owned by any corporation, partnership, or trust is ineligible for assessment deferment.

E. Qualified **very low income (50% CMI) families as defined in the most recent HUD** data for Ashland County may have the principal portion of their assessment plus accrued interest deferred until the family no longer meets the annual income eligibility requirements, and/or the sale or transfer of the property, whichever occurs first.

F. Interest shall be payable on assessments levied against a property during the period of deferment. 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.

G. Deferment shall cease at the time a property owner(s) no longer meets the income criteria for the program, upon the death of the qualifying owner(s), or upon the date which the ownership of the property is transferred to any other person, persons, partnership, corporation, trust, or other entity by any means whatsoever, which ever occurs first.

H. Deferment shall expire if a property owner fails to provide the City with a copy of a federal tax return by May 1st of each year demonstrating program eligibility unless additional time is granted by the City Treasurer.

I. Tax roll; notice; lien retained. The granting of an application shall authorize the city treasurer to make payment, from city funds, of the amount of the assessment deferred. The city clerk shall record a document with the office of register of deeds containing a description of the property affected, the amount of assessment deferred, and any other appropriate information. Such amount, and interest thereon, shall not be placed on the tax roll until the conditions contained in subsection H. occur. Nothing provided in this section shall be deemed to extinguish or otherwise affect any lien established by law for the collection of any deferred assessment, and any such lien is expressly retained.

J. Placement on roll. When a determination is made by the City that a grantee no longer qualifies for the dererral, the amount of assessments deferred, and accrued interest, shall be placed upon the next available tax roll to be collected in the same manner as delinquent assessments.

K. Payment when no longer eligible: Upon transfer of title of such property by any means, the amount of assessments deferred, and accrued interest, shall become due and payable in full. Upon payment in full, an appropriate satisfaction of payment shall be issued by the city treasurer and recorded in the office of the Register of Deeds.

L. Appeals and exception requests. Families that do not meet the income eligibility guidelines for the deferral but that are experiencing unusual financial difficulties may apply to the Housing Committee for a exception to the eligibility requirements outlined in this policy. The Housing Committee may grant this exception and approve a deferral of the assessment on a year to year basis in cases where the family is experiencing unusual financial difficulties. Examples of unusual financial difficulties would include such things as: A recent loss of employment or other significant decline in income from the prior year, unusual health expenses, inability to pay due to other prior fixed debts and/or financial obligations.



City of Ashland, Finance Department, 601 W Main Street, Ashland, WI 54806

SIDEWALK SPECIAL ASSESSMENT DEFERMENT APPLICATION

Property Owner:

Property Address:

Mailing Address:

Parcel Number:

Sidewalk Special Assessment Amount:

\$ _____ Preliminary Assessment Estimate
\$ _____ Final Billing - Actual Amount Assessed
____ / ____ / ____ Date the Levy was Special Assessed

Items to be Submitted with the Application Form

- Most recent federal tax return (prior to the levying of the assessment) and annually thereafter
- Income shall include combined income from all family member (age 18 and older that reside in the household for more than 6 months per year)

Note - Recertification is needed annually. Deferment shall expire if property owners fails to provide the City with a copy of a federal tax return by May 1st of each year demonstrating program eligibility.

I hereby request a deferrment of my sidewalk special assessment:

Signature of Applicant:

Date:

Please submit completed application form to City of Ashland Treasurer.

Office Use Only:

Date Submitted:

Application Reviewed by:

☐ Approved

☐ Denied

SUBJECT: Discussion and Possible Action Regarding a Resolution in Support of Vaughn Public Library Proposed Future Renovations (*Councilor Ortman*)

RECOMMENDATION: Approve

DEPARTMENT OF ORIGIN: Councilor Ortman

CLEARANCES: Council President

EXHIBITS:

1. Cost Detail Phase 1-3
2. DRAFT Resolution in Support of Vaughn Public Library Renovation

COMPLIANCE WITH STRATEGIC PLAN: INFRASTRUCTURE: City Buildings - for taxpayers and City employees will have access to and work in City buildings and facilities that project the historical character of the City, generate lower operating costs, and have extended life spans.

SUMMARY STATEMENT:

Councilor Ortman requested that Council formally support the Vaughn Public Library renovations and fundraising efforts to achieve this goal. The Library Director, Sarah Adams will be present to discuss further possible cost scenarios and answer questions for Council.

RENOVATIONS 2023	CONCORD		CONCORD	
Construction	\$ 981,180	1st & 2nd Floors	\$ 786,346	3rd Floor & Stair
Finishes	\$ 594,119	1st & 2nd Floors	\$ 476,144	3rd Floor & Stair
Fire sprinklers	\$ 125,725	1st & 2nd Floors	\$ 100,759	3rd Floor
Mechanical and Plumbing	\$ 893,636	1st & 2nd Floors	\$ 716,185	3rd Floor
Electrical Systems	\$ 417,810	1st & 2nd Floors	\$ 334,845	3rd Floor
Utilities	\$ 85,084	Full service installation	\$ -	
Foundations	\$ -	Seal perimeter	\$ 482,472	Permanent fix
Façade Reconfigurations	\$ -		\$ 360,631	
Window Replacements	\$ 279,492	Second floor only	\$ 307,441	
Basement Renovation	\$ -		\$ 544,794	
Rooftop Solar System	\$ -		\$ 200,388	
CONSTRUCTION COSTS	\$ 3,377,047		\$ 4,310,006	
AE Fees (10%)	\$ 337,705		\$ 431,001	
Expenses (2%)	\$ 67,541		\$ 86,200	
Furnishings + Fee	\$ 261,164		\$ 209,304	
Equipment Allowance (AV+Kitchen)	\$ -		\$ 44,000	
Interim Library (6,000 sf x 12 months)	\$ -		\$ -	
TOTAL PROJECT COST	\$ 4,043,456		\$ 5,080,511	
Escalation rate included	19.56		29.48	
Estimate date	7/1/24		7/1/24	
Mid-point of construction date	8/1/25		8/1/25	
Design	July - Dec 2023		July - Dec 2024	
Bidding	Jan - Feb 2024		Jan - Feb 2025	
Construction	Mar - Dec 2024		Mar - Dec 2025	
Grand Opening	March 2025		March 2026	
15% Design Contingency included above	\$ (440,484)		\$ (562,175)	

Phase One – 1st & 2nd Floor
Essential Services \$4,243,456
Construction \$3,377,047
Fees \$405,246
Furnishings \$261,164

Phase Two -- \$702,151
Communicating Stair \$52,431
Main St Entrance \$167,248
Foundation Fix \$482,472

Phase Three-- \$3,369,980
Vaughn Ave Entrance \$193,338
Third Floor \$2,631,848
Basement \$544,794

RESOLUTION IN SUPPORT OF THE VAUGHN PUBLIC LIBRARY RENOVATION

WHEREAS, as November 1888, the Vaughn Building opened with a free library on the second floor and commercial space on the first floor. Over the years, a variety of commercial tenants have existed in the building. But, for the last 135 years, the public library has been and continues to be the heart of the building on the corner of Vaughn and Main; and

WHEREAS, the last capital investment in the building was in the early 1980s. This plan created space for an elevator, shifted the entrance to Vaughn Ave, reduced the size of the children's area, enclosed the stairway connecting the first and second floor and added a series of small rooms to accommodate the Historical Museum on the second floor; and

WHEREAS, after 40 years of public use, the Vaughn Building is again in need of capital investments to address failing systems and best meet changing community use of the building. A 2018 structural and mechanical analysis of the building concluded the electrical, plumbing, lighting and HVAC systems and the windows are all due for replacement. The study also confirmed the capacity of second floor structures to support library material shelving. Based on professional and public input, Engberg Anderson Architects, led by Alexandra Ramsey, have designed schematic floor plans for a three-floor renovation, and including a cost estimate; and

WHEREAS, features of the renovation begin with basic Phase One capital improvements; addressing code compliance, introducing energy efficiencies, waterproofing the foundation, adding fire protection, electrical service upgrades, tuckpointing and life-cycle window replacement. All these improvements contribute to the health, safety, security and sustainability of the Vaughn Building; and

WHEREAS, to further invest in the Vaughn as a destination library and a cornerstone of the Historic 2nd Street District, the renovation design includes plans to reopen the Main Street entrance and return the Vaughn entrance to its original place under the brownstone arch. A central open stairway connecting the first and second floors will welcome everyone to all parts of the building, making better use of the building space.

WHEREAS, it is understood the continued deferred maintenance of essential Vaughn Library building systems will result in costlier replacements over time, loss of public dollars due to heating, cooling and lighting inefficiencies and at worst will create an expensive, cobbled approach to addressing crisis repairs; and

THEREFORE, BE IT RESOLVED THAT the Common Council of the City of Ashland hereby supports the renovation of the Vaughn Building; acknowledging the obligation of the Common Council of the City of Ashland to be stewards of municipal assets and understanding a revitalized Vaughn Building is an essential part of re-making Downtown into a play, work, stay space attractive to all generations and one of the priorities of Ashland's Comprehensive Plan.

FURTHER BE IT RESOLVED, that the Common Council of the City of Ashland commits to funding Phase One of the renovation plan.

RESOLUTION

No. XXX2023

PASSED: xxxx, 2023

Councilperson

Attest:

Denise Oliphant, City Clerk

Mathew MacKenzie, Mayor

Approved as to Form:

Tyler W. Wickman, City Attorney

DRAFT

SUBJECT: Discussion and Possible Action Allowing the Fire Department to Apply for the FY2023 Forest Fire Protection Grant (*Fire Department*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Fire Department

CLEARANCES: Finance, Treasurer

EXHIBITS:

1. 2023 FFP Grant Application
2. 2023 FFP Grant Quotes

COMPLIANCE WITH STRATEGIC PLAN: GOOD GOVERNMENT: Collaborative Relationships with Adjoining Municipalities, Counties, etc.

SUMMARY STATEMENT:

The Ashland Fire Department (AFD) is requesting approval to submit a Wisconsin DNR Forest Fire Protection Grant (FFP) application. AFD maintains strike team capabilities for wildland firefighting with the WDNR. In 2022, AFD responded to five wildland fires in our 328 square mile service area. AFD also has a current MOU with the WDNR for wildland firefighting response; this MOU gives us preference points in the application process. The grant request is for \$2756.00 for class A firefighting foam concentrate, and wildland firefighting hard hats. If awarded the grant, the FFP grant will pay 50% of those costs. AFD is awarded this grant annually and budgets for this grant. The matching funds will be taken out of AFD's budgeted capital funds. The Fire Chief recommends approval of this grant application.

**Fire Department / DNR Memorandum
of Understanding for Mutual Aid and
Fire Suppression Services**

Form 4300-061 (R 01/22)

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Notice: Collection of this information is authorized pursuant to s. 26.145, Wis. Stats.; ch. NR 47, subch. I and VIII, Wis. Adm. Code; Cooperative Forestry Assistance Act of 1978, Section 10(b)2 as amended; and 16 U.S.C. 2101-2114. 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. 19.32-19.39, Wis. Stats.).

Fire Department Information			
Fire Department Name Ashland Fire Department			Check one ☒ In DNR Fire Protection Area ☐ In Cooperative Area
Address 215 6th Street East			Phone Number (include area code) (715) 682-7052
City Ashland	State WI	ZIP Code 54806	Tax ID # 39=6005387

Agreement			
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THIS AGREEMENT is entered into by and between the above-listed fire department (the Fire Department), and the State of Wisconsin Department of Natural Resources (DNR), for the suppression of forest fires within each party's respective jurisdiction in DNR Protection Area and/or on land owned by the DNR (DNR Land) in Cooperative Area.

WHEREAS, s. 26.11, Wis. Stats., vests the DNR with the power, authority, and jurisdiction in all matters relating to prevention, detection, and suppression of forest fires outside the limits of incorporated villages and cities and s. 23.09(4), Wis. Stats., and s. NR 1.23, Wis. Adm. Code, authorize the DNR to render assistance in case of emergencies.

WHEREAS, the DNR and the Fire Department pursuant to ss. 23.09(1)(2), 23.11 and 26.11(4), Wis. Stats., desire to cooperate in the suppression of fires; it is agreed by and between the DNR and the Fire Department as follows:

1. DEFINITIONS

- a. "Cooperative Area" means the areas of the State outside the DNR Protection Areas where Fire Departments have primary forest fire initial attack responsibilities.
- b. "DNR Protection Area" are the areas of the state defined by ss. NR 30.01 and NR 30.02, Wis. Adm. Code, as intensive or extensive.
- c. "Extended Attack" occurs when resources beyond those designated for initial attack must be dispatched to an incident or when extensive mop-up is required. This is generally when suppression efforts exceed one hour.
- d. "Forest Fire" means an uncontrolled, wild or running fire occurring on a forest, marsh, field, cutover or other lands or involving farm, city, or village property and improvements incidental to the uncontrolled, wild or running fire occurring on forest, marsh, field, cutover or other lands (as defined in s. 26.01(2), Wis. Stats.).
- e. "Incident Command System" means a set of personnel, policies, procedures, facilities, and equipment, integrated into a common organizational structure designed to improve emergency response operations of all types and complexities. ICS is a subcomponent of the National Incident Management System (NIMS), as released by the U.S. Department of Homeland Security in 2004.
- f. "Initial Attack" is defined as the first hour when suppression efforts are needed.
- g. "Non-reportable Fires" include incidents involving:
 - i. Burning activity that does not spread from predetermined limits
 - ii. Fires that cannot be located
 - iii. False alarms
 - iv. Structural fires
 - v. Vehicular or equipment fires
- h. "Project fire" means an extended attack forest fire requiring state-wide resource deployment by the DNR
- i. "Reportable Fires" are all fires not listed in Section. 1.g.
- j. "Suppression" means the action of the responding agency(ies) beginning with initial attack and continuing through control of the forest fire, mop-up, and until the forest fire is out.
- k. "Unified Command" means a system of command that enables institutions and agencies with different legal, geographic, and functional responsibilities to coordinate, plan, and interact effectively
- l. "ATV" (all-terrain vehicle) and "UTV" (utility terrain vehicle) include equipment that is a manufactured motor driven device capable of off-road use. These vehicles cannot meet the federal motor vehicle safety standards.

**Fire Department / DNR Memorandum
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Fire Suppression Services**

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2. RESPECTIVE RESPONSIBILITIES

- a. The DNR is responsible for the suppression of all forest fires and protection and suppression of any improvements threatened by forest fires as defined previously in s. 26.11, Wis. Stats.
- b. DNR may assist the Fire Department when resources are available, as authorized by s. NR 1.23, Wis. Adm. Code and s. 26.11(1), Wis. Stats.
- c. Within DNR Protection Areas, the DNR may request the assistance of the Fire Departments to provide forest fire suppression, as well as structural protection.
- d. Outside of DNR Protection Areas, in the Cooperative Areas, the Fire Departments may request the assistance of the DNR to provide additional resources and support in forest fire suppression and Fire Departments have been delegated the authority on DNR-owned lands for fire suppression actions by virtue of this Agreement.
- e. Structural and vehicular fires are the responsibility of the Fire Department, but the Fire Department may request DNR equipment and personnel to assist with the structural and vehicular fire or when there is danger of a forest fire being caused by the structural or vehicular fire.

3. REPORTING FIRES

- a. The Fire Department agrees to make every effort to immediately notify the DNR of forest fires, or fires which may become forest fires that are burning or threatening DNR protection areas or DNR Lands. If immediate notification cannot be made, the Fire Department shall report the location of the fires, and the action taken, to the DNR as soon as possible, but no later than 24 hours from its knowledge of the forest fires.
- b. If the Fire Department is unable to contact the DNR, it shall take immediate, independent action to effectively suppress the forest fire.
- c. If it is uncertain whether a reported forest fire is within a DNR protection area or on DNR land due to the fire's proximity to the boundary line, the Fire Department or DNR shall notify the other party. If the Fire Department or DNR is unable to contact the other party, it shall take immediate, independent action to effectively suppress the forest fire, as soon as practicable. Thereafter, it shall notify the other party and report the location of the fire and the action that was taken.
- d. The DNR agrees to notify the Fire Department through County Dispatch if they become aware of a structure or vehicular fire within the Fire Department's jurisdiction.

4. COMMAND AT FIRES

The Incident Command System will be used at all forest fires. When the Fire Department is the first to arrive at the scene of a forest fire within a DNR protection area or on DNR land, the Fire Department shall establish incident command and begin initial attack. Command of the incident may be transferred to a qualified DNR incident commander upon arrival. A Unified Command structure is encouraged when deemed appropriate. If DNR does not arrive on scene, or is called to another incident, the Fire Department shall maintain command of the forest fire until out.

5. OUTSIDE ASSISTANCE

A DNR designated employee shall be consulted when in attendance by the chief officer of the Fire Department before calling in additional crews and equipment or outside fire departments for forest fires originating and occurring in DNR protection areas or on DNR lands. The incident commander is responsible for releasing the additional crews or equipment as soon as possible.

6. EQUIPMENT AND PERSONNEL REQUIREMENTS

- a. The DNR and the Fire Department agree to have available and utilize firefighting units suitable for suppressing forest fires. Responding units should be equipped with forest fire fighting hand tools and equipment. All responding units shall be equipped with a radio that contains a common frequency with the local DNR fire units, such as "Fire-ground Blue."
- b. It is recommended that Fire Departments respond to forest fires with firefighters that have successfully completed **INTRODUCTION TO WILDLAND FIRE SUPPRESSION FOR WI FIRE DEPARTMENTS** in accordance with NFPA 1051 standards, which is an 8-hour course taught by DNR personnel and available to all Fire Departments.
- c. Firefighters shall wear protective clothing on all forest fires. It is recommended that protective clothing meets the 1977 NFPA standard on protective clothing and equipment for forest fire fighting including, as a minimum, Nomex shirts, pants or coveralls, boots, hardhat or helmet, and leather gloves. Use of web belts and fire shelters are also recommended for additional protection. Structural turnout gear should be available on each unit for every firefighter in the event there is a structural fire.

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7. FIRE SUPPRESSION SERVICES AND COMPENSATION

- a. The Fire Department agrees to provide suppression services on forest fires, if its resources are available, whenever it is requested to respond by DNR or through established dispatch procedures. The DNR agrees to provide suppression services on forest fires, when resources are available, if requested by the Fire Department or through established dispatch procedures.
- b. In DNR Protection Areas, Fire Department suppression services compensation applies to all forest fires occurring outside the limits of incorporated villages and cities.
- c. In Cooperative Areas, Fire Department suppression services compensation applies **only** to forest fires originating on DNR owned lands.
- d. On all State lands and lands under DNR management, Fire Department compensation applies only when invited to assist with prescribed burning on DNR managed lands.

8. COMPENSATION

The Fire Department must choose one compensation option from each of the following response categories below. **Choose an option (for both a. initial attack and b. extended attack) and check the selected option box.**

NOTE: The person(s) responsible for causing the forest fire may be billed by DNR for all suppression costs, including those incurred by the Fire Department, that are billed to DNR:

a. INITIAL ATTACK:

Compensation for providing **initial attack** forest fire suppression, (including building protection) on forest fires within the Fire Department's area of jurisdiction. Initial attack is defined as the first hour of forest fire suppression services (**choose option 1 or 2**).

☒ **Option 1. No payment** for providing forest fire suppression on all initial attack forest fires.

☐ **Option 2. Receive payment** for providing forest fire suppression on all initial attack forest fires.

b. EXTENDED ATTACK:

Compensation for providing **extended attack** forest fire suppression, (including building protection) on forest fires either in or outside the Fire Department's own area of jurisdiction. Extended attack is defined as forest fire suppression on an incident where services exceed one hour (**choose option 1 or 2**).

☐ **Option 1. No payment** for providing forest fire suppression on all extended attack forest fires.

☒ **Option 2. Receive payment** for providing forest fire suppression on all extended attack forest fires.

9. PRESCRIBED BURNING

Would your fire department wish to be invited to participate in prescribed burning on DNR managed lands? (**choose option 1 or 2**).

☒ **Option 1. No**, our fire department does not wish to be invited to participate in prescribed burning activities on DNR managed lands.

☐ **Option 2. Yes**, our fire department would like to receive invitations to participate in prescribed burning activities on State managed lands. (**Choose one payment option below**):

☐ **No payment** for participating in prescribed burns on DNR managed lands.

☐ **Receive payment** for participation in prescribed burning activities on DNR managed lands. Payment includes all firefighter hours and one payment hour per day for each piece of equipment requested and used.

10. BILLING PROCEDURE

- a. The Fire Department, township, or governing body agrees not to directly bill any landowner, responsible party, or governmental body for forest fire suppression service costs paid by the DNR for services consistent with this Agreement.
- b. If the Fire Department bills the DNR for fire suppression costs: (a) the bill shall be prepared on the appropriate form, and (b) the bill shall be presented no later than 14 days following the date on which the fire suppression was completed. Failure to meet this deadline may jeopardize the payment of the bill.
- c. If the Fire Department submits a bill for services rendered in suppressing a forest fire, it shall be paid by the DNR subject to the following limitations.

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Fire Suppression Services**

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- i. No payment will be made by DNR for runs on or associated with non-reportable fires. Examples include, but are not limited to:
 - Burning activity covered by a legal burning permit.
 - Burning activity not covered by a legal burning permit, but has not escaped control.
 - Cannot be located.
 - False alarms.
 - Structural fires.
 - Vehicle fires.
 - Cooking or warming fires.
- ii. No payment will be made by DNR for forest fire suppression actions where the Fire Department provides no suppression services.

11. RECOMMENDED STAFFING

- a. The recommended staffing and equipment for initial attack forest fire suppression operations is as follows:
 - (i) 1 4x4 brush rig (ICS Type 5-7 Engine).
 - (ii) 1 engine (or a tender (tanker) with pumping capabilities, ICS Type 1-4 Engines).
 - (iii) 6 forest fire trained firefighters.
- b. During periods of very high or extreme fire danger, more personnel and equipment than listed above may be required for the initial response.
- c. Should the Fire Department respond with more than the recommended or requested dispatch, only that equipment and personnel needed and actually used for suppression will be compensated at the predetermined rate. Compensation for additional equipment and personnel may not be made to the Fire Department unless the DNR agrees it was reasonably necessary for suppression.

12. STAFFING FOR STRUCTURAL PROTECTION

Staffing and equipment dispatched for structural protection on project fires is Fire Department specific.

13. PAYMENT

- a. SCHEDULE - Payment for engines and personnel used in forest fire suppression or prescribed burning shall be made according to the following schedule:
 - (i) Engines that pumped for active forest fire suppression or prescribed burning **\$100/hour for suppression and per day for prescribed burning.**
 - (ii) ATVs, UTVs and similar equipment that pumped for active forest fire suppression or prescribed burning **\$50/hour for suppression and per day for prescribed burning.**
 - (iii) Fire Department personnel that provide suppression assistance on the forest fire or prescribed burning **\$15.00/hour.**
- b. CALCULATION OF PAYMENT - Following the first hour of suppression service, bills submitted shall be calculated to the nearest ½ hour. Service begins when the engine leaves its station and continues until it returns to its station when suppression action was taken by the Fire Department.
- c. INCREASE IN PAYMENT - After consultation with the Fire Department Advisory Council, the Department, in its discretion, may increase the hourly pay rate for Fire Department equipment and personnel for fire suppression and prescribed burning activities identified under section 13.a. at any time while this agreement is in effect. A decision by the Department to increase the pay rate, including the date by which the new pay rate will become effective, will be communicated to the Fire Department via email correspondence or letter. The latest pay rates may also be accessed on the Department website at the webpage address "dnr.wisconsin.gov" and enter key word search "FFP".

14. LIABILITY

The Fire Department, its employees, agents, and members, shall not be deemed employees or agents of the DNR for any purpose, including worker's compensation. Worker's compensation coverage for the employees, agents, and members of the Fire Department shall be provided by the Fire Department in accordance with s. 102.07(7), Wis. Stats. In addition, the DNR shall not be liable for any damage to, or destruction of, vehicles or suppression equipment beyond that liability established in ss. 893.82 or 895.46, Wis. Stats., or as otherwise established by the State Claims Board and approved in accordance with statutes.

15. COORDINATION

- a. A written outline of routine communication procedures, notification procedures, together with maps and rosters of on-call personnel, should be jointly prepared by and between the Fire Department and the DNR.
- b. A current contact list of the names, addresses, and telephone numbers of the DNR's Forestry personnel for the

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Fire Suppression Services**

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area described in the Agreement shall be developed.

16. TERMINATION

This Agreement shall be binding upon the parties hereto until six months following written notice of termination by either party. Either party reserves the right to cancel this Agreement, in whole or in part, without penalty. The DNR reserves the right to cancel this Agreement, in whole or in part, without penalty, due to non-appropriation of funds or failure of the Fire Department to comply with the terms, conditions, or specifications described herein.

17. NONDISCRIMINATION

The Fire Department agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, as described in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Fire Department agrees to post in conspicuous places, availability for employees and applications for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

18. ASSIGNMENT

This Agreement may not be assigned or subcontracted, in part or in whole, without written approval from the DNR and may only be changed or amended in writing.

19. PARTIES

- a. In this Agreement, the DNR and the Fire Department includes its successors, their respective officers, employees, agents, directors, subcontractors, assignees, partners, and representatives.
- b. This Agreement and its referenced parts and attachments, shall constitute the entire Agreement and previous Agreements, whether written or oral, are hereby superseded.

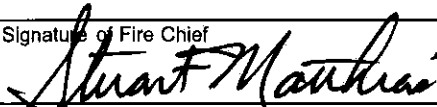
20. AMENDMENT

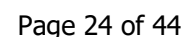
Any revisions must be made by an amendment to this Agreement or other written documentation, and signed by both parties. This Agreement shall commence upon its signing by both parties and continue until termination under paragraph 16.

21. AUTHORIZATION

Each person signing this agreement, personally warrants and represents that he or she is authorized by his or her principal to bind the party for whom he or she is signing.

DEPARTMENT OF NATURAL
RESOURCES for the Secretary

Signature of DNR Area Forestry Leader		Date Signed
Signature of Fire Chief 	Fire Department Stuart Matthias	Date Signed 6-7-2023
Signature of Other Authorized Representative		Date Signed



FOAM UNITS & ACCESSORIES

Foam Unit, Scotty 4171

The 4071 Foam Eductor/Mixer is a simple "A-the-P" unit to educt foam concentrate into hose lines. It is mounted between the discharge and suction side of a pump. For use on portable forestry pumps or fitted permanently to skid units, the 4071 is a simple and effective way to add a foam capability to equipment. The unit is adjustable, permitting various foam ratio percentages to be educted depending on the nozzles being used. Includes the eductor, pressure hose, pick-up hose and two connecting tees; a 1 1/2" and a 2" size with NPSH threads.



Part # 340-50-10-1000

\$439.80



Scotty 4171—Eductor Only

The unit is adjustable, permitting various foam ratio percentages to be educted depending on the nozzles being used. DOES NOT INCLUDE pressure hose, pick-up hose and two connecting tees; a 1 1/2" and a 2" size with NPSH threads.

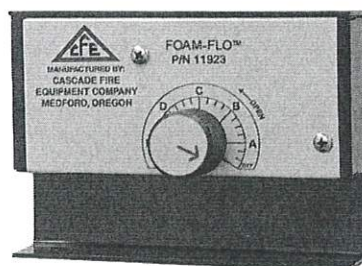
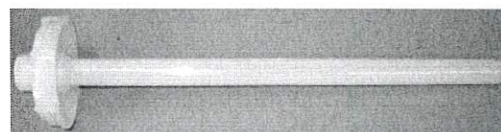
Part # 340-50-10-1003

\$270.32

Foam Pail Adapter

Part # 340-50-10-1006

\$17.15



Foam Unit, Cascade Foam-Flo

The Foam-Flo™ meters wildland (class A) foam concentrate into hose lines in the desired percentages. The Foam-Flo™ can treat up to 100 GPM or as low as 5 GPM of water. Foam concentrate can be metered into the hose lines in various amounts, from .01% to 1%. All hoses and fittings included

Part # 340-50-30-1001

\$362.44

Foam, Class A, 5 gal

5 gallon pail of Class A foam. Specifically formulated to make water more effective. The unique combination of surfactants reduces water's surface tension, creates a superior foam blanket when mixed with air that surrounds fuels with a thick layer of water, creates a barrier between the fuel and the fire, allows fire fighters to see application areas, and knocks down fire faster than water alone. Tested and qualified by the U.S. Forest Service. The U.S. Forest Service tests for corrosion properties along with environmental, safety and health testing. These tests ensure that the product is safe for the personnel who use it and safe for the environment.

LIMIT 10 PAILS - SEE NEXT PAGE FOR MORE INFORMATION

- CLICK FOR SDS -



Part # 340-41-10-0881

\$97.90

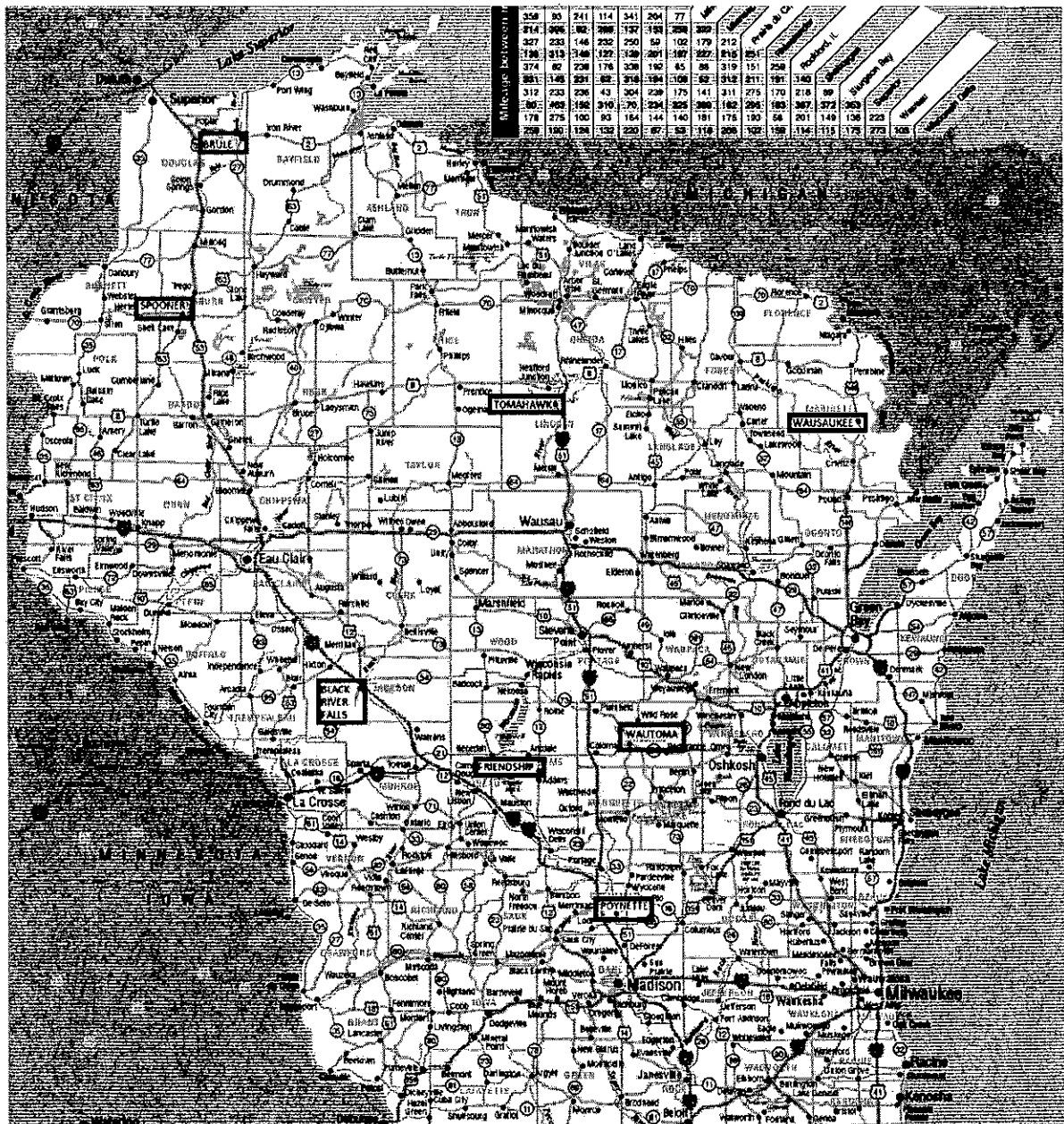
FOAM UNITS & ACCESSORIES

The Stockroom provides foam to Fire Departments and Cooperating Non-Profit organizations to support our partners' wildland fire suppression and prescribed fire needs. **Orders are limited to 10 pails per year *** per organization.** If your wildland fire needs exceed that amount, contact your local ranger to pursue an exception. (***per year is calculated from last foam order date)

To better serve our customers, we have established several foam caches around the state. Just complete the order form as you normally would and **note in the "comments" section at which cache you would like to pick up.** We will forward the necessary paper work to the appropriate contact and you can contact them directly to arrange pick up.

FOAM CACHE CONTACTS

POYNETTE N3344 STEBBINS RD	BROOKE HUSHAGEN	608-635-8121
WAUTOMA 427 E. TOWER DR	JARED LABBUS	920-604-5605
FRIENDSHIP - 532 N. MAIN ST	CALEB REUTER	608-640-7094
BLACK RIVER FALLS - 910 HWY 54 E	SCOTT LOVELAND	715-896-0535
BRULE - 5250 S. RANGER RD	ADAM STEGMANN	715-815-0658
SPOONER - 810 W. MAPLE ST	REBECCA STEIGERWALDT	715-416-0102
WAUSAUKEE - 1025 HWY C	KEVIN GILBERT	715-923-1310



SAFETY



Hard Hat, Cap

These wildfire helmets are specifically engineered to meet the special needs of wildland/forestry firefighters. Manufactured from heat-resistant thermoplastic for superior impact and penetration protection, Wildfire helmets meet and exceed the performance specifications of NFPA 1977-2005.

Features include: Easy to adjust Flex-Gear® ratchet sizing suspension, Thermoplastic shell, Reflective lime-yellow stripes, Three goggle clips, Adjustable chinstrap, Comfortable 6-point ratchet suspension, Leather ratchet cover, Absorbent cotton brow pad, and Velcro attachments inside shell.

Color	Cap Style		Full Brim	
Yellow	345-56-20-9042	\$42.30	345-56-30-9047	\$45.95
White	345-56-20-9045	\$42.30	345-56-30-9050	\$45.95
Red	345-56-20-9044	\$42.30	345-56-30-9048	\$45.95

Gloves, Forest Worker

Heavy-duty, Gunn-cut, rough-out cowhide gloves are designed for use on fire lines and can be used for general forestry work. Each glove features an adjustable wrist strap. NFPA 1977 compliant. Forest Service Spec 6170-5.



Size	Part #	Price
Small	340-34-00-1000	\$20.82
Medium	340-34-00-2000	\$20.82
Large	340-34-00-3000	\$20.82
X-Large	340-34-00-4000	\$20.82



Chainsaw Operators Helmet

Sturdy hardhat with padded, six-point suspensions, adjustable hearing protectors, and nylon visor carriers with black mesh steel screens. Components meet or exceed these ANSI Standards: hardhats, ANSI Std. Z89.1-1997 Type I, Class C, E and G; ear muffs, ANSI Std. S3.19-1974; mesh screen, ANSI Std. Z87-S 1992; visor carriers, ANSI Std. Z87.1-1997. Features a premium, ratchet-tight suspension system which adjusts for snug, comfortable fit and superior earmuffs (24 NRR*) with ultra-soft cushions.

Part # 345-56-50-1001

\$41.95

Chainsaw Chaps

These heavy-duty chaps are designed specifically to protect against chainsaw cuts. The cut-resistant nylon duck shells are padded with five layers of aramid fillers. Chaps cover front and sides of legs from waist to mid-calf and are secured with adjustable waist belt and leg straps. The orange color will aid in visibility and assist users in determining when the chaps require cleaning. For proper fit, length should be selected to cover from the user's waist to at least 2" below boot top. Features a tool pouch. Forest Service Spec 6170-4F

Length	Part #	Price
32"	345-64-15-0032	\$129.43
36"	345-64-15-0036	\$129.43
40"	345-64-15-0040	\$129.43





FORESTRY EQUIPMENT R&D CENTER STOCKROOM

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ORDER DATE 06/05/23

BILL TO:

DEPT / STATION

ADDRESS

CITY

ZIP

CONTACT NAME:

CONTACT PHONE

SHIP TO:

DEPT / STATION

ADDRESS

CITY

ZIP

CONTACT NAME

CONTACT PHONE

SHIP TO & BILL TO ADDRESS THE SAME

SHIP

PICK UP

GRANT ORDER

[illegible]

ITEM NO.	DESCRIPTION	COST	QTY	TOTAL
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
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GRAND TOTAL				\$505.45

COMMENTS



THE
FIRE
STORE

(/)

Search

HOME (/) > SHOPPING CART

SHOPPING CART

1 Product, 18 Items



Proceed to Checkout



BULLARD FULL BRIM WILDLAND HELMET WITH RATCHET (/BULLARD-FULL-BRIM-WILDLAND-HELMET-WITH-RATCHET?

CUSTCOL_TT_SOURCE=1&PRODUCT-

COLOR=1521&CUSTCOL_TT_BISIBI_CUSTOMIZABLE_ITEM=F&CUSTC
\$70.59

SKU: FH911HR-B // IN STOCK, ORDER NOW!

Only 10 units left in-stock. The additional units (8) will be ordered from the manufacturer and sent to you as soon as they are available.

Feedback

(/Bullard-Full-Brim-Wildland-Helmet-With-Ratchet?

custcol_tt_source=1&product-

color=1521&custcol_tt_bisibi_customizable_item=F&custcol_badge_customizable_item=F)

QTY:

TOTAL: \$1,270.62

- 18 +

EDIT (/BULLARD-FULL-BRIM-WILDLAND-HELMET-WITH-RATCHET?QUANTITY=18&CUSTCOL_TT_SOURCE=1&PR
COLOR=1521&CUSTCOL_TT_BISIBI_CUSTOMIZABLE_ITEM=F&CUSTCOL_BADGE_CUSTOMIZABLE_ITEM=F&SOU

SAVE FOR LATER

REMOVE

ORDER SUMMARY

SUBTOTAL 18 ITEMS

\$1,270.62

Ship to: 54806 ✕

ESTIMATED TOTAL

\$1270.62

Have a Promo Code? ?



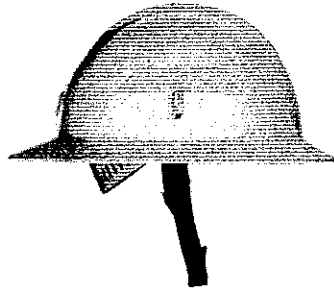
Proceed to Checkout

Check out with **PayPal**

Do you know your sales representative or desire our follow up? If so, you can submit your cart items to request a quote. [SUBMIT QUOTE REQUEST >>](#)

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Feedback



BULLARD FULL BRIM WILDLAND
HELMET WITH RATCHET (/BULLARD-
FULL-BRIM-WILDLAND-HELMET-WITH-
RATCHET)

\$70.59

Enter Promo Code

Add Product By Item #



Black Hat, Bullard Wildland Fire Helmet with Ratchet Suspension

Item #: 24645 – In Stock

18

\$1,403.10

Subtotal

\$1,403.10

Shipping

\$39.98

215 6th St E

ASHLAND WI 54806

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UPS Ground (3 Days)

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Total

\$1,443.08

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YOUR SHOPPING CART - 18 ITEM(S) \$1,384.20

Product Description	Unit Price	Quantity	Total
 Bullard Wildfire Helmet Full Brim PEC FH911HRB Color: Black Remove Move to List	\$76.90	18 Update	\$1,384.20

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SUBTOTAL

\$1,384.20

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SUBJECT: Discussion and Possible Action Regarding the Evaluation Process for the City Administrator (*Mayor*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Council President

EXHIBITS: 1. DRAFT Administrator Performance Evaluation

COMPLIANCE WITH STRATEGIC PLAN: GOOD GOVERNANCE

SUMMARY STATEMENT:

The intention of a performance evaluation of the City's Administration:

- Helps the process of planning, reviewing, and providing feedback on the performance of our City Administrator;
- Provides a means of demonstrating organizational accountability to citizens, employees, and local stakeholders;
- Assists with a means of maintaining alignment between established City Council goals and achievements attained;
- Helps guide our means of determining the need for further professional development, education, or training of the manager;
- Provides an element of decision regarding future compensation.

The Mayor is asking Council to review the proposed evaluation, and offer comments or suggestions for corrections, edits, or additions. Once approved, Council, designated City staff, and chosen community stakeholders will be asked to complete the evaluation and return to the Mayor by June 26, 2023.

The returned evaluations will be compiled into a single document to maintain anonymity of any comments, to be brought back to Council on July 11, 2023 for discussion.

Brant Kucera, City Administrator Performance Evaluation

City of Ashland, Wisconsin

Evaluation period: April 19, 2022 to April 18, 2023

Name of this evaluator: _____

Please complete this evaluation form, sign it in the space below, and return it to Matthew MacKenzie.

The deadline for submitting this performance evaluation is June 26, 2023.

Evaluations will be summarized and included on the COW agenda for discussion at the work session on July 11, 2023.

Mayor's Signature _____

When Returned

Date _____

Your Signature _____

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city Administrator's performance.

- 5 = Excellent (almost always exceeds the performance standard)
- 4 = Above average (generally exceeds the performance standard)
- 3 = Average (generally meets the performance standard)
- 2 = Below average (usually does not meet the performance standard)
- 1 = Poor (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the governing body to the city Administrator as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- _____ Diligent and thorough in the discharge of duties, "self-starter"
- _____ Exercises good judgment
- _____ Displays enthusiasm, cooperation, and will to adapt
- _____ Mental and physical stamina appropriate for the position
- _____ Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

Page 2 of 7 pages Initials _____

2. PROFESSIONAL SKILLS AND STATUS

_____ Maintains knowledge of current developments affecting the practice of local government management

_____ Demonstrates a capacity for innovation and creativity

_____ Anticipates and analyzes problems to develop effective approaches for solving them

_____ Willing to try new ideas proposed by governing body members and/or staff

_____ Sets a professional example by handling affairs of the public in a fair and impartial manner

Add the values from above and enter the subtotal _____ $\div 5 =$ _____ score for this category

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

_____ Carries out directives of the body as a whole as opposed to those of any one member or minority group

_____ Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions

_____ Disseminates complete and accurate information equally to all members in a timely manner

_____ Assists by facilitating decision making without usurping authority

_____ Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal _____ $\div 5 =$ _____ score for this category

4. POLICY EXECUTION

_____ Implements governing body actions in accordance with the intent of council

_____ Supports the actions of the governing body after a decision has been reached, both inside and outside the organization

_____ Understands, supports, and enforces local government's laws, policies, and ordinances

_____ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness

_____ Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal _____ $\div 5 =$ _____ score for this category

5. REPORTING

- _____ Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- _____ Responds in a timely manner to requests from the governing body for special reports
- _____ Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- _____ Reports produced by the administrator are accurate, comprehensive, concise and written to their intended audience
- _____ Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal _____ $\div 5 =$ _____ score for this category

6. CITIZEN RELATIONS

- _____ Responsive to requests from citizens
- _____ Demonstrates a dedication to service to the community and its citizens
- _____ Maintains a nonpartisan approach in dealing with the news media
- _____ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- _____ Gives an appropriate effort to maintain citizen satisfaction with city services

Add the values from above and enter the subtotal _____ $\div 5 =$ _____ score for this category

7. STAFFING

- _____ Recruits and retains competent personnel for staff positions
- _____ Applies an appropriate level of supervision to improve any areas of substandard performance
- _____ Stays accurately informed and appropriately concerned about employee relations
- _____ Professionally manages the compensation and benefits plan
- _____ Promotes training and development opportunities for employees at all levels of the Organization

Add the values from above and enter the subtotal _____ $\div 5 =$ _____ score for this category

8. SUPERVISION

_____ Encourages heads of departments to make decisions within their jurisdictions with minimal city administrator involvement, yet maintains general control of operations by providing the right amount of communication to the staff

_____ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level

_____ Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city administrator's office

_____ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback

_____ Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal _____ $\div 5 =$ _____ score for this category

9. FISCAL MANAGEMENT

_____ Prepares a balanced budget to provide services at a level directed by council

_____ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively

_____ Prepares a budget and budgetary recommendations in an intelligent and accessible format

_____ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability

_____ Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal _____ $\div 5 =$ _____ score for this category

10. COMMUNITY

- ____ Shares responsibility for addressing the difficult issues facing the city
- ____ Avoids unnecessary controversy
- ____ Cooperates with neighboring communities and the county
- ____ Helps the council address future needs and develop adequate plans to address long term trends
- ____ Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal ____ $\div$ 5 = ____ score for this category

NARRATIVE EVALUATION

What would you identify as the Administrator's strength(s), expressed in terms of the principle results achieved during the rating period? _____

What performance area(s) would you identify as most critical for improvement? _____

What constructive suggestions or assistance can you offer the administrator to enhance performance? _____

What other comments do you have for the administrator; e.g., priorities, expectations, goals or objectives for the new rating period? _____

SUBJECT: Discussion and Possible Action Regarding the Proposed *Good Governance for the City of Ashland (Councilor Ortman)*

RECOMMENDATION: Discussion and Possible Action

DEPARTMENT OF ORIGIN: Councilor Ortman

CLEARANCES: Council President

EXHIBITS: 1. What is Good Governance for the City of Ashland

COMPLIANCE WITH STRATEGIC PLAN: GOOD GOVERNANCE

SUMMARY STATEMENT:

Council President Ortman introduced the question to Council, "What is good governance?" in January 2023. By approval of the Council, Ortman proceeded to research and develop a statement for the City to bring back for review and potentially be written into Chapter 51, City Council Procedures and/or the Council Handbook.

The proposed statement was given to Councilors in March 2023 (attached) for review, and were asked to return with comments, concerns, and/or edits at the next available Committee of the Whole meeting.

WHAT IS GOOD GOVERNANCE FOR THE CITY OF ASHLAND

Good governance means that processes and institutions produce results that meet the needs of society while making the best use of resources at their disposal. The concept of efficiency in the context of good governance also covers the sustainable use of natural resources and the protection of the environment.

Good governance aims to minimize corruption, take into account the opinions of minorities, listen to the voices of the oppressed people in the decision-making process, and respond actively to the needs of the community now and in the future.

Good governance ensures the overall direction, effectiveness, supervision, and accountability of an organization. It demonstrates a willingness and ability to act in the best interests of the organization, ensuring the operation of effective, open and ethical processes which adhere to the law and stand up to scrutiny.

Governance and governing are often confused and used interchangeably. Governance is about democracy, representation, accountability, institutions, choice and participation. It is the how we do what we do. For example, a company or country might have good governing arrangements (for recruitment, financial processes and other procedures) but might not be accountable (poor governance). Likewise, a village 'government' may (good governance) or may not (poor governance) respect formal and informal local institutions or traditional leaders and women. In this example, building on the comparative advantages of village government and customary institutions results in greater recognition and respect for each other, as well as their knowledge systems. This is good governance.¹

According to the [United Nations](#), Good Governance is measured by eight factors:

¹ **RIGHTS + RESOURCES** **Governance Governing Government:** *The importance of governance has gained momentum and wider meaning, yet it remains a confusing concept. Edmund Barrow FRSA looks at what it means in practice and suggests some ideas for understanding and supporting local governance.*

- **Participation** requires that all groups, particularly those most vulnerable, have direct or representative access to the systems of government. This manifests as a strong civil society and citizens with the freedom of association and expression.
- **Rule of Law** is exemplified by impartial legal systems that protect the human rights and civil liberties of all citizens, particularly minorities. This is indicated by an independent judicial branch and a police force free from corruption.
- **Transparency** means that citizens understand and have access to the means and manner in which decisions are made, especially if they are directly affected by such decisions. This information must be provided in an understandable and accessible format, typically translated through the media.
- **Responsiveness** simply involves that institutions respond to their stakeholders within a reasonable time frame.
- **Consensus Oriented** is demonstrated by an agenda that seeks to mediate between the many different needs, perspectives, and expectations of a diverse citizenry. Decisions needs to be made in a manner that reflects a deep understanding of the historical, cultural, and social context of the community.
- **Equity and Inclusiveness** depends on ensuring that all the members of a community feel included and empowered to improve or maintain their well-being, especially those individuals and groups that are the most vulnerable.
- **Effectiveness and Efficiency** is developed through the sustainable use of resources to meet the needs of a society. Sustainability refers to both ensuring social investments carry through and natural resources are maintained for future generations.
- **Accountability** refers to institutions being ultimately accountable to the people and one another. This includes government agencies, civil society, and the private sector all being accountable to one another as well.

As the Governing Body for the City of Ashland, the Common Council pledges to assume and encompass the principals of Good Governance as the manner in which deliberating and decision making is conducted for the City of Ashland, Wisconsin.