



Take notice that the City of Ashland Committee of the Whole will meet immediately following the adjournment of the City Council Meeting in the City Hall Council Chambers, 601 Main Street W. Ashland, WI, to consider and act upon the following agenda.

To attend the meeting from your computer, tablet or smartphone:

<https://global.gotomeeting.com/join/500263957> Access Code: 500-263-957

Or dial in using your phone. United States (Toll Free): 1-877-309-2073

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

**Tuesday, September 8, 2026 Ashland Committee of the Whole Meeting
Agenda**

1. **Roll Call**
2. **Approval of Agenda**
3. **Council President's Report**
4. **Items for Discussion and Possible Action**
 - A. **Administrator's Update of the Strategic Plan**
 - B. **Bayfield County Emergency Medical Services Staffing Grant Application and Agreement (*Fire Department*)**
 - C. **EMS Medical Director Agreement between Aspirus Wausau Hospital, Inc. and the City of Ashland (*Fire Department*)**
 - D. **Township Agreements for Emergency Services (*Fire Department*)**
 - E. **Rename Salem Drive to Church Road by Resolution (*Planning and Development*)**
 - F. **Amendments to Chapter 705 (1415) Water Utility Rules, Rates, Ashland City Ordinances Regarding Private Hydrants and Mandatory Connection to the Public Water System (*Public Works*)**
 - G. **Potential Amendment to Chapter 925, Cigarette, Tobacco, and Vaping Products to Limit the Number of Issued Licenses (*City Clerk*)**
5. **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.

Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals or individuals with limited English proficiency. For additional information or to request this service, contact the City Clerk's Office at 715-682-7071 (not a TDD number).

SUBJECT: Bayfield County Emergency Medical Services Staffing Grant Application and Agreement (*Fire Department*)

RECOMMENDATION: Approval to submit application

DEPARTMENT OF ORIGIN: Fire Department

CLEARANCES: Administrator

EXHIBITS:

1. Bayfield County Emergency Medical Services Staffing Grant Application and Agreement
2. Communication from Bryan Ziemann, Bayfield County Emergency Medical Services Coordinator

COMPLIANCE WITH STRATEGIC PLAN: Safe, Healthy and Secure Community

SUMMARY STATEMENT:

Bayfield County uses the County Emergency Medical Services (EMS) levy exemption to provide additional funds to all the ambulance services in Bayfield County. Ashland Fire Department (AFD) provides 911 EMS service to the Towns of Eileen and Pilsen of Bayfield County. Bayfield County distributes \$20,000 to each service from the levy exemption.

This year, Bayfield County has designated that these funds be used for "increasing or maintaining the number of trained Front Line EMS providers on their rosters." This is a new stipulation for these funds. Previously there had been no direction on how to use the funds. There is no requirement for matching funds from the City to receive these funds.



BAYFIELD
C O U N T Y
EMERGENCY MEDICAL SERVICES

Staffing Grant Application and Agreement

Date: _____

A. Organizational Information

Bayfield County EMS Organization: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

EMS Director: _____

Other Municipal Contact: _____

Amount of allocated Grant: \$20,000.00

Period of Grant: Fiscal 2026

Sources of Municipal Funding (Names of Towns/Villages):

Estimated Number of "Coverage Call" responses for another EMS agency outside your service area in the last 12 months:

Estimated Number of EMS Responses where your agency was unable to respond due to staffing shortages in the last 12 months:

B. Grant Information: The Bayfield County Staffing Grant was created to provide funding directly to transporting EMS agencies in Bayfield County for the purpose of increasing or maintaining the number of trained-"Front Line" EMS providers on their rosters. This funding is intended to enhance each agency's ability to field calls within their service area and enhance recruitment and retention efforts within the agency. These allocated funds are NOT intended to replace other funds from local municipalities, but rather to supplement those funds. By accepting these funds, you (local EMS Agency and local municipalities) acknowledge an understanding of the purpose of the supplemental funds and accept the terms of this agreement.

Signature of EMS Director

Signature of Municipal Representative

Stuart Matthias

From: Bryan Ziemann <bryan.ziemann@bayfieldcounty.wi.gov>
Sent: Thursday, August 6, 2026 2:20 PM
To: Stuart Matthias; ambdirector@townofbarneswi.gov; corneliuslynette9; monicabigo@greatdivideems.com; aolsonbr@gmail.com; warden112@hotmail.com; jcduberock@cheqnet.net; Michael Lang; byerhofjw; emsdirector
Subject: 2026 Bayfield County EMS Staffing Grant Application
Attachments: BC EMS Staffing Grant application 260805 (1).pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Bayfield County EMS Directors,

Bayfield County is pleased to announce the availability of the **2026 Bayfield County EMS Staffing Grant**. Each EMS service has been allocated **\$20,000** to support local EMS staffing initiatives.

Attached is the 2026 EMS Staffing Grant Application. It is a fillable PDF that you will need to print and sign. You can either scan in the completed form and return it to EMS@BayfieldCounty.wi.gov or drop it off at the Emergency Management office. I am also happy to drop by and pick it up if that's easier.

The purpose of this grant is to assist Bayfield County EMS agencies with the recruitment, retention, and staffing challenges facing our EMS system. Funding is intended to help strengthen the availability of emergency medical services throughout Bayfield County.

If you have any questions regarding the application or the grant requirements, please do not hesitate to reach out.

Thank you for your continued commitment to providing emergency medical services to the residents and visitors of Bayfield County. We appreciate your partnership and look forward to supporting your agency through this funding opportunity.

Bryan D. Ziemann, NRP
Emergency Medical Services Coordinator, Bayfield County
117 E Sixth Street – PO Box 423
Washburn WI 54891
715.373.3283 office
715.209.3655 cell



SUBJECT: EMS Medical Director Agreement between Aspirus Wausau Hospital, Inc.
and the City of Ashland (*Fire Department*)

RECOMMENDATION: Advance to Council for formal approval

DEPARTMENT OF ORIGIN: Fire Department

CLEARANCES:

EXHIBITS: 1. EMS Medical Director Agreement

COMPLIANCE WITH STRATEGIC PLAN: Safe, Healthy and Secure Community

SUMMARY STATEMENT:

The Ashland Fire Department has been receiving medical direction from Dr. Jonathon Shultz for several years. Dr. Shultz is employed by Aspirus St. Lukes Duluth and since Aspirus has bought out St. Luke's, Aspirus has a different compensation model than we had previously used.

Under the new agreement, which Aspirus uses across all of their EMS agencies, Dr. Shultz will be allocated time to work specifically on our needs. This new agreement will make Dr. Shultz available to us for 16 hours a month. Currently, we operate on an as-needed basis and Dr. Shultz fits us in in-between patients. The dedicated amount of time is very much needed to provide assistance to our service director and allow for regular meetings between Dr. Shultz, officers, and staff. This currently is not an option. The complexity of the medical care that we provide requires that we maintain high professional standards.

This dedicated time does come with additional costs. This new agreement will cost \$28,800 per year.

EMS Medical Director Agreement

This EMS Medical Director Agreement (“Agreement”) is entered into effective this 1st day of August 2026 (the “**Effective Date**”), by and between Aspirus Wausau Hospital, Inc. d/b/a Aspirus MedEvac (“**Hospital**”), and the City of Ashland, a Wisconsin municipality, d/b/a Ashland Fire Department (“**EMS Provider**”).

WHEREAS, EMS Provider conducts an emergency medical services (“**EMS**”) program using emergency medical services practitioners for the delivery of emergency medical care to sick, disabled, or injured individuals at the scene of an emergency and during transport to a hospital, while in the hospital emergency department until responsibility for care is assumed by the regular hospital staff, and during transfer of a patient between health care facilities.

WHEREAS, EMS Provider also provides EMS and transport services to the citizens of the community in addition to affiliated organizations within the EMS Provider service area including emergency medical responders, law enforcement, school districts, etc.

WHEREAS, Hospital is an acute care hospital that provides quality health care services throughout Hospital’s service area, and contracts with physician(s) who have the training, education and experience necessary to provide EMS medical direction.

WHEREAS, the EMS Provider desires to have a physician EMS medical director as required by WI Administrative Rule 110.49 and to further the quality of their EMS, and Hospital desires to provide such EMS medical direction, all pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

- I. Hospital and Medical Director Duties and Responsibilities. Hospital will provide one (1) physician EMS medical director (“**Medical Director**”) for the EMS Provider in accordance with applicable law. The parties agree that the initial Medical Director shall be identified by the Hospital to the EMS Provider prior to the commencement of this Agreement. If Hospital reasonably determines that it needs to replace the named Medical Director with a different physician, it shall use its best efforts to provide thirty (30) days’ advanced written notice to the EMS Provider of the need to replace the named Medical Director and will work to identify a replacement physician appropriate to serve as Medical Director or terminate this Agreement if a replacement Medical Director cannot be determined within such thirty (30) day period. The Medical Director will be assisted and supported by the Aspirus System EMS Medical Director and MedEvac Medical Director, who may serve as interim service medical director if needed. The Medical Director will have the qualifications, duties, and responsibilities set forth below (collectively, the “**Medical Director Services**”):
 - A. Medical Director shall be qualified to practice medicine in the State of Wisconsin and have education, training, and experience in EMS medicine and/or emergency medicine. This Agreement is expressly subject to successful maintenance of licensure and such membership and privileges as may be applicable to the Medical Director providing Medical Director Services hereunder.

- B. Medical Director shall evaluate and seek to improve the quality of prehospital care and shall have familiarity with the design and operation of pre-hospital EMS systems.
- C. Medical Director shall have experience or training in the EMS quality improvement process.
- D. Medical Director shall be board certified by either the American Board of Emergency Medicine or the American Osteopathic Board of Emergency Medicine.
- E. Medical Director shall review policy and patient records with prehospital and hospital personnel as needed.
- F. Medical Director shall prescribe patient care protocols under which the EMS Provider's personnel treat.
- G. Medical Director shall maintain a process that evaluates skills competency of prehospital personnel.
- H. Medical Director shall report known deficiencies or opportunities to improve prehospital patient care to the EMS Provider's designee ("**Designee**").
- I. Medical Director shall promptly review cases involving radio failure or potential patient care deficiencies.
- J. Medical Director shall ensure that EMS services are under medical supervision and direction at all times.
- K. Medical Director shall act as a liaison, as appropriate, with the medical community, including hospitals, emergency departments, urgent care clinics, physicians, nurses, and other healthcare providers and work with regional, state, and local EMS authorities.
- L. Medical Director, by virtue of state credentialing requirements for EMS personnel, shall retain independent authority to suspend the credentialing of EMS Provider personnel found imposing an immediate threat to patient well-being; such action is independent of any EMS Provider disciplinary action and its employment decisions. In addition, if Medical Director is concerned about patient or EMS Provider personnel safety, Medical Director may temporarily limit EMS Provider personnel's patient care duties or other duties until comprehensive medical evaluation can be completed.
- M. Medical Director shall review and approve EMS Provider medically related standard operating guidelines and patient care guidelines, and provide feedback in a timely manner.

- N. Medical Director shall participate in and lead continuing educational opportunities with prehospital personnel.
 - O. Medical Director shall perform other medical duties as mutually agreed upon with the Designee to the extent such duties are consistent with WIS. ADMIN CODE DHS § 110 and Medical Director's agreement with Hospital.
 - P. Medical Director does not serve as the primary occupational health provider for the EMS Provider or primary care provider to EMS Provider personnel; however, Medical Director may provide consultation with the Designee on occupational health matters.
 - Q. The Medical Director Services shall not include routine clinical and direct patient care related services. The Medical Director shall provide clinical and direct patient care as required in conjunction with real time medical oversight of providers, in response to mass casualty incidents or the equivalent, or in special circumstances.
- II. Financials/Compensation. Medical Director's compensation shall be calculated as set forth below and on Exhibit A.
- A. Billing and compensation for this Agreement is based on the following formula: 4 hours per month per Front Line Ambulance (defined below) multiplied by Service Level Modifier (set forth below).
 - B. **"Front Line Ambulance"** for the purpose of this Agreement shall be determined by the EMS Provider and Hospital utilizing the following definition (a) an ambulance with two or more assigned EMS practitioners able to immediately respond to a call for service based on typical staffing levels, or (b) alternatively, the number of ambulances able to immediately respond to calls for service with typical staffing without calling in off-duty staff or using mutual aid.
 - C. **"Service Level Modifier"** shall be as follows:
 - 1. EMT and Advanced EMT or "BSL" Services: 1
 - 2. Services with Operational Plan for Flex Staffing to Paramedic Level: 1.5
 - 3. Paramedic Level or "ASL": 2
 - D. The parties anticipate that Medical Director shall devote the approximate number of hours per month to provide Medical Director Services as set forth on Exhibit A.
 - E. The billed hourly rate for Medical Director Services shall be \$150/hour. This is based on the Hospital system standard medical director hourly rate. This rate will be reviewed by Hospital on an annual basis on the anniversary of the commencement date of the Agreement and updated to reflect the current Hospital system standard medical director rate.
 - F. Any changes to the number of Front Line Ambulances and/or Service Level Modifier will take effect on the first day of the month following the change.

G. The EMS Provider will be invoiced during each calendar quarter during the term of the Agreement and payment shall be net thirty (30) days.

III. EMS Provider Responsibilities.

A. EMS Provider shall provide office space and any other necessary items for utilization by Medical Director during the term of this Agreement. The space and other items shall be used by Medical Director solely for the provision of Medical Director Services during the term of this Agreement.

B. EMS Provider will cover the cost of any licenses, certifications, or training courses that are EMS services specific. All EMS Services with DEA controlled substances on formulary will need to obtain a DEA license at EMS Provider's expense.

C. EMS Provider shall identify its Designee to Hospital prior to the commencement of this Agreement and promptly provide Hospital with written notice of any replacement Designee.

IV. Term. The term of this Agreement will begin on the Effective Date and continue for an initial term of one (1) year ("**Initial Term**"). After the Initial Term, this Agreement will automatically renew for successive one (1) year terms unless otherwise terminated pursuant to this Agreement.

V. Termination.

A. This Agreement may be terminated as follows (1) By mutual agreement of the parties; (2) By either party, upon thirty (30) days' prior written notice to the other party if that party materially breaches this Agreement. However, if such material breach is remedied within thirty (30) days after such notice is given, such notice shall be null and void and the Agreement shall continue in full force and effect; or (3) Notwithstanding the foregoing, either party may terminate this Agreement at any time and for any reason upon sixty (60) days' written notice to the other party.

B. To the extent required by law, if this Agreement is terminated for any reason before the first anniversary of the term, then Hospital and EMS Provider shall not enter into a substantially similar agreement until the expiration of the initial term. Upon termination of this Agreement, neither party shall have any further obligations hereunder except for obligations accruing and becoming payable prior to the date of termination or obligations that are expressly made to extend beyond the term.

VI. Insurance. All liability insurance for Hospital or the Medical Director Services provided pursuant to this Agreement shall be kept and maintained without cost or expense to the EMS Provider. Each physician providing Medical Director Services pursuant to this Agreement shall have appropriate professional liability insurance coverage.

VII. Assignments Prohibited. Nothing in the Agreement shall be construed to permit assignment by the EMS Provider or Hospital of any rights or duties under this Agreement and such assignment is expressly prohibited. However, this provision shall not prohibit Hospital from staffing the Medical Director position with physicians employed by another entity.

- VIII. Non-Indemnification. Each party shall be legally and financially responsible for the acts and omissions of itself and its employees, directors, officers, representatives or agents and will pay all losses and damages attributable to such acts or omissions for which it is legally liable. NOTWITHSTANDING THE FOREGOING, NEITHER PARTY (NOR THE PARENT, ANY SUBSIDIARY OR AFFILIATE OF SUCH PARTY) SHALL BE LIABLE FOR ANY OTHER PARTY'S INDIRECT, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REGARDLESS OF WHETHER THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. This Agreement shall not be construed to create a contractual obligation for one party to indemnify the other party for loss or damage resulting from any act or omission of such other party or its employees, directors, officers, representatives or agents, nor to constitute a waiver by either party of any rights to indemnification, contribution or subrogation that the party may have by operation of law.
- IX. Confidentiality. No party to this Agreement nor their employees or agents shall disclose to any unauthorized person any confidential or proprietary information received in the course of the association created through this Agreement, unless required by applicable law or upon the express written consent of the party to whom the information relates. This prohibition does not apply to information in the public domain or previously known by the third party to whom it is disclosed. This Section shall survive the expiration or earlier termination of this Agreement.
- X. Relationship of the Parties. The Parties to this Agreement are independent entities, contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement. The Medical Director is not considered an employee of the EMS Provider or its affiliated entities.
- XI. No Inducement to Refer. Neither Medical Director nor EMS Provider, nor any of the other employees of EMS Provider, are obligated or required to refer any patients to Hospital, or any affiliate of Hospital, to obtain or receive any medical diagnosis, care or treatment from Hospital, or to purchase any health care related services or products from Hospital. None of the parties are entering into this Agreement with an expectation that any unlawful patient referrals will occur or other business will be generated between the parties or between Hospital and Medical Director. EMS Provider shall implement policies and protocols in accordance with patient choice and applicable state and federal laws, rules, and regulations regarding transportation to the location from which patient will receive services or products, and the parties mutually agree to adhere to such policies and protocols.
- XII. Regulatory Compliance. The parties agree that this Agreement is intended to comply with all applicable state and federal laws, rules, regulations and accreditation standards including, but not limited to, Federal Health Care Program (as defined under 42 U.S.C. § 1320a-7(b)(f)) fraud and abuse laws (including the Anti-Kickback Statute), the Stark Law, and the Health Insurance Portability and Accountability Act (“**Laws**”). If this Agreement is found to violate any applicable provision of these Laws, or if either party has a reasonable belief that this Agreement creates a material risk of violating the Laws, then such party shall provide written notice to the other party and the parties shall work in consultation to renegotiate the portion of this Agreement that creates the violation of the Laws. If the

parties fail to reach agreement within thirty (30) days following said written notice, this Agreement may be terminated effective immediately on the 30th day.

- XIII. Use of Name. Neither party shall use the name or logo of, or make reference in any way, to the other party (or any entity controlling, controlled by or under common control with such party), without the prior written approval of the other party.
- XIV. Notice. Notices or communications herein required or permitted shall be given to the respective party by registered or certified mail, by overnight courier service (e.g., UPS), by electronic mail for which the sender has an electronic receipt, or by hand delivery, at the address listed under the party's signature to this Agreement, unless either Party shall designate a new address by written notice.
- XV. Exclusion from Federal Health Care Programs. Each party represents and warrants that it has not been, nor is it about to be excluded from, participation in any federal or state health care program. Each party agrees to notify the other party promptly of its receipt of a notice of intent to exclude or actual notice of exclusion from any such program. If either party is excluded from any Federal Health Care Program, this Agreement shall immediately terminate.
- XVI. Access. To the extent required by law, the parties each agree that, until the expiration of four (4) years after the furnishing of any goods and services pursuant to this Agreement, it will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data that are necessary to certify the nature and extent of the costs incurred in purchasing such goods and services. If a party carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars (\$10,000) or more over a twelve-month period, it will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any good or service pursuant to said contract, the related organization will make available upon written request of the Secretary or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement or the subcontract agreement and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of costs incurred for such goods or services. Each party shall give the other party notice immediately upon receipt of any request described above.
- XVII. Survival. Any provision which expressly or by its context requires, after termination of this Agreement, action or places obligations on the parties to this Agreement, shall so survive the termination of this Agreement.
- XVIII. Applicable Law; Entire Agreement; Amendments; No Waiver; Severability. This Agreement shall be construed and governed by the laws of the State of Wisconsin, without regard to conflicts of law principles. For purposes of all claims brought under this Agreement, each of the parties irrevocably submit to the exclusive jurisdiction of the state courts of the State of Wisconsin or the federal courts located in the State of Wisconsin. This Agreement contains the entire agreement between the parties with respect to the matters covered by this Agreement and supersedes all prior agreements between the parties,

whether oral or in writing. This Agreement may not be amended, altered, or modified except by written agreement signed by the parties. Failure to insist upon full performance of the obligations or failure to exercise rights under the Agreement shall not constitute a waiver as to future defaults or exercise of rights. The provisions of this Agreement shall be severable, and the invalidity of any provision, or portion thereof, shall not affect the validity of the other provisions.

Signature Page to Follow

IN WITNESS WHEREOF the parties have executed this Agreement to be effective as the day and year written above.

**CITY OF ASHLAND d/b/a
ASHLAND FIRE DEPARTMENT**

Matthew MacKenzie
Mayor

Denise Oliphant
City Clerk

Jacey Dean
Comptroller

**ASPIRUS WAUSAU HOSPITAL, INC.
d/b/a ASPIRUS MEDEVAC**

By: _____
Andrew Barth
VP – Chief Operating Officer Administration

Exhibit A

Compensation

Formula: Number of Front Line Ambulance(s) x Applicable Service Level Modifier x 4 Hours x \$150.00.

For Illustrative Purposes Only:

3 Front Line Ambulances x BLS Service Level Modifier (1) x 4 = 12 Hours x \$150 = \$1,800.00.

Actual 2026 Formula Calculations:

2 Front Line Ambulances x ASL/Paramedic Service Level Modifier (2) x 4 = 16 Hours x \$150 = \$2,400.00.

Total Approximate Number of Hours Per Month = 16 Hours

Total Approximate 2026 Monthly Cost = \$2,400.00

Total Approximate 2026 Quarterly Cost = \$7,200.00

SUBJECT: Township Agreements for Emergency Services (*Fire Department*)

RECOMMENDATION: Advance to Council for formal approval

DEPARTMENT OF ORIGIN: Fire Department

CLEARANCES: Administrator
Finance Director

EXHIBITS:

1. Eileen 2027-2031 Agreement-Signable Copy
2. Gingles 2027-2031 Agreement-Signable Copy
3. Marengo 2027-2031 Agreement-Signable Copy
4. Pilsen 2027-2031 Agreement-Signable Copy
5. Sanborn 2027-2031 Agreement-EMS Only-Draft-KMP redline

COMPLIANCE WITH STRATEGIC PLAN: Safe, Healthy and Secure Community

SUMMARY STATEMENT:

The Ashland Fire Department provides emergency services to six surrounding townships. Five of those agreements for services expire at the end of 2026. The Fire Chief, City Administrator, and Finance Director have negotiated successor agreements with the five townships. The new agreements are for five years and start on January 1, 2027 and run through December 31, 2031.

Prices were recalculated based on population changes and budgetary changes since the last agreement was negotiated. Increases in prices are 10.37% for the Town of Marengo, 18.24% for the Town of Gingles, 25.84% for the Town of Pilsen, 26.21% for the Town of Sanborn, and 33.16% for the Town of Eileen. These increases result in each township paying the same amount per person as the City of Ashland.

**AGREEMENT BY AND BETWEEN THE
CITY OF ASHLAND
AND
TOWN OF EILEEN
FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT by and between the City of Ashland, Ashland County, Wisconsin (hereafter referred to as "City") and the Town of Eileen, Bayfield County, Wisconsin (hereinafter referred to as "Town") is hereby made effective January 1, 2027.

WITNESSETH:

WHEREAS, the City has for its own use, equipment and staff to adequately provide fire protection and emergency medical services within the corporate limits of the City; and

WHEREAS, the Town, which is located within a close proximity to the City and is desirous of partnering with the City in providing its residents the fire protection services as required under Section 60.55, Wisconsin Statutes, and emergency medical services as required under Section 60.565, Wisconsin Statutes; and

WHEREAS, the City is willing to partner with the Town in providing such services on a basis of sharing the operating expenses for fire protection and emergency medical services between the City and contracting municipalities.

WHEREAS, Section 66.03125, Wisconsin Statutes, permits such intergovernmental cooperative agreements to be entered into.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Advisory Service Board shall mean a committee composed of one representative from each of the municipalities who have entered into either fire protection service or emergency medical service contracts with the City of Ashland for the purpose of meeting regularly with the Chief to discuss fire service or emergency medical service issues.

1.2 Chief shall mean the City of Ashland Fire and Ambulance Service department head.

ARTICLE 2

CITY COVENANTS

2.1 Fire Protection Services to be Provided. The City agrees to make specified Fire Protection Services and Emergency Medical Services available to the Town that will include:

- a. Fire Suppression (Structural and Wildland);
- b. Fire Code Management (Semi-annual Fire Inspections of Department of Commerce categorized structures); and,
- c. Hazardous Material Release Spill Response.

2.2 Emergency Medical Services to be Provided. The City agrees to make specified Emergency Medical Services available to the Town that will include EMT (Emergency Medical Technician) Basic up to Paramedic level services.

2.3 Ambulance Service Charges. All users of emergency medical services (ambulance service) will receive an invoice for services rendered. The City agrees to charge bonafide residents of the jurisdictions under contract for emergency medical (ambulance) services the resident rate as established from time to time by the Ashland Common Council.

2.4 Transport. The City agrees to transport the sick and injured to a hospital based upon the decision of an Emergency Medical Technician (EMT) as determined by the patient's condition, or as directed by a licensed physician under emergency conditions.

ARTICLE 3

TOWN COVENANTS

3.1 Remitting of Payment for Services. The Town hereby covenants and agrees that it will:

- a. Remit payments to the City for fire protection services and emergency medical services in accordance with the terms of this Agreement; and
- b. Assign to the City the Town's annual 2% dues allocation provided by the State for fire inspections no later than June 30th annually; and,
- c. Carry out its obligations as required by this Agreement.

ARTICLE 4

ADVISORY BOARD

4.1 Advisory Board Established. There shall be an Advisory Service Board for the purpose of meeting with the Chief to discuss fire service and emergency medical service issues.

4.2 Membership. Each municipality who enters into an agreement with the City for fire protection service, emergency medical service, or both, shall designate no more than one representative to serve on the advisory board. The Town shall decide how its member to the Advisory Board will be selected. The Town has sole responsibility to inform the City of the current name, address, phone number and e-mail address (if available) of its representative to the advisory board.

4.3 Meetings. At a minimum, the Advisory Board will meet annually to discuss issues brought to the Chief's attention.

ARTICLE 5
TERM, RENEWAL, & TERMINATION

5.1 Initial Term. The Initial Term of this Agreement shall be for a period of five (5) years commencing at 12:01 a.m. on January 1, 2027 and terminating at midnight on December 31, 2031.

5.2 Renewal Terms. This Agreement shall automatically renew after the Initial Term for consecutive one-year (12-month) periods unless terminated according to the provisions of Section 5.3.

5.3 Termination. It is understood by both parties that termination of this Agreement shall be undertaken via a written "Notice to Terminate" delivered to the Clerk of the other party no less than two (2) years in advance of the termination date of this Agreement (during either the Initial Term and no less than six (6) months in advance of the termination date of this Agreement during a Renewal Term. Renewal Term). Any notice to terminate issued under this provision of the Agreement shall be effective at midnight on December 31st.

5.4 Termination Obligation. In the event that the Town opts to terminate this Agreement before the end of the Initial Term (December 31, 2031), the Town shall pay the City the sum of \$25,000 per year for each remaining year of the Initial Term. This payment is to compensate the City for the cost of termination or idling the City's personnel and/or equipment allocated to service this Agreement. The termination Obligation shall not apply to termination of the Agreement after the Initial Term (December 31, 2031).

ARTICLE 6
ANNUAL PAYMENT

6.1. Annual Fire Service and Emergency Medical Services Charges. The annual charges to be paid by the Town for fire service and emergency medical services are as follows:

- a. 2027 Contract Year - \$ 122,837
- b. 2028 Contract Year - \$ 130,327
- c. 2029 Contract Year - \$ 138,273
- d. 2030 Contract Year - \$ 146,704
- e. 2031 Contract Year - \$ 155,649

For each Renewal Term, the annual charges to be paid by the Town will increase by 6.1% over the prior year's charges.

6.2 Annual Payments to the City. All payments owed the City by the Town for fire services and emergency medical services, as provided for in Section 6.1 above, shall be due and payable to the City in two equal installments. The first installment shall be payable no later than January 31st annually. The second payment shall be payable no later than July 31st annually. Payments received after the specified date(s) shall be subject to a "late fee" penalty of \$50.00 per day for up to 10 days and \$100.00 per day for every day thereafter.

6.3. EMS Invoices. In addition to the service fee provided for in Section 6.1 above, those Town residents using the emergency medical service shall receive an invoice for services rendered by the City. Said billing shall be comprised of the base ambulance rate (Basic Life Support or Advanced Life Support) and miscellaneous supplies used to provide necessary patient care to the user. Specialized services such as motor vehicle collisions, motor vehicle extrication, silo extrication, search and

rescue, or any other service provided by the Ashland Fire Department shall be billed to the patient/responsible party.

6.4 Bayfield County EMS Tax Levy Payment Rebate. Bayfield County is currently levying a property tax to support EMS services in Bayfield County and sending a payment to each ambulance service to help provide EMS service. Each year that Bayfield County continues to send this annual payment to the City, this amount will be credited to the Bayfield County townships that have an agreement with the City for emergency medical service. The amount credited to each township will be the EMS Property Tax payment amount received from Bayfield County divided by the total equalized property value of the Bayfield County townships served by the City multiplied by the equalized property value of each corresponding township. If Bayfield County discontinues the EMS Property Tax Levy payment to the City, then no EMS Property Tax Levy Payment Rebate will be returned to the Town.

ARTICLE 7

EQUIPMENT PURCHASES

7.1 Equipment Title. The City is solely responsible for all capital expenditures undertaken for the purchase of vehicles, buildings, and or land required to render the services described herein are the property of the City. Such assets, whether acquired before or during the contract term, will remain the property of the City in the event of termination, expiration, or non-renewal of this Agreement.

ARTICLE 8

MUTUAL AID AND OTHER PAYMENTS

8.1 Mutual Aid Reimbursement. It is understood that this Agreement does not provide for the payment of mutual aid assistance by the City for area or regional responses to incidents within the Town outside the scope of this Agreement. In the event that an emergency service not party to any applicable local mutual aid agreement is called into the Town and desires to be reimbursed for providing mutual aid, hazardous material cleanup or containment, search and rescue services, or some other emergency services qualifying under Wisconsin Statute for mutual aid reimbursement, the Town agrees to be solely responsible for the payment of such services.

8.2 Right to Reimbursement. The Town assigns to the City, its right to reimbursement for costs incurred in responding to a fire call on a county trunk or state trunk highway pursuant to Section 60.557, Wisconsin Statutes.

ARTICLE 9

REPRESENTATIONS OF SERVICE

9.1 Effectiveness of Municipal Service. It is understood by both parties that the City does not, by this Agreement, make any representations as to the effectiveness of its equipment or personnel in performing the services hereby contracted for, and that said services have been offered at the request of the Town as a substitution for the Town furnishing its own services.

9.2 Access. It is understood by all parties that there shall be no expectation of service if:

- a. Road conditions do not permit safe travel or access by emergency vehicles;
- b. Weather conditions do not permit the passage of emergency vehicles;
- c. Properties are not properly signed with fire numbers; or if,

d. Driveways and private roads:

1. Are not configured to a proper width to permit passage by emergency vehicles;
2. Do not have necessary clearances for passage of emergency vehicles;
3. Do not have supporting structures such as bridges or culverts of satisfactory strength to support passage of emergency vehicles;
4. Are not provided with turnarounds; or,
5. Are not maintained in a proper condition to provide for the safe passage or maneuvering of emergency vehicles.

9.3 Road Access Plans. The Town agrees to develop road maintenance/access plans to insure passage by emergency vehicles.

9.4 Multiple Calls. In the event an emergency occurs in the City or in another contracting municipality while the City is dispatched to respond to an emergency in the Town, it may be necessary for the City to issue a call for mutual aid and/or removal or reallocation of selected equipment and personnel from the scene in the Town. Such determination to remove or reallocate equipment shall be made by the Fire Chief, Incident Commander, Dispatcher, or other individual assigned responsibility for the response.

ARTICLE 10

ADDRESSES & SIGNAGE

10.1 Addresses & Signage. All areas of the Town shall be adequately addressed and all streets and roads adequately signed. A complete and accurate list showing fire numbers, streets and roads and property owners and water supply points shall be provided to the City prior to the effective date of this Agreement. Said lists shall be prepared and updated annually at the Town's expense.

10.2 Property Notifications. The Town is requested to notify its property owners annually of the necessity of providing proper driveway and roadway clearances for access of emergency vehicles. Such notification is intended to make property owners aware that emergency responses will be hampered if equipment cannot travel rural driveways to gain access to building sites.

ARTICLE 11

MISCELLANEOUS

11.1 Amendments. Neither this Agreement nor any of the terms, covenants, or conditions herein may be modified or amended except by an agreement in writing approved and executed by the governing boards of all of the parties.

11.2 Indemnity. The Town hereby agrees to indemnify and hold the City harmless from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, judgments costs and expenses (including, but not limited to, reasonable attorney's fees) imposed upon, incurred by or, asserted against the City during or with respect to the term hereof, arising from any act or omission of the City under this Agreement or from any failure of the City to duly and fully perform or comply with any of all the terms of this Agreement.

11.3 Severability. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or enforceable under applicable law, then the remainder of the Agreement shall not be affected.

11.4 Construction. The headings of the paragraphs and subparagraphs of this Agreement are for convenience only and shall in no way affect the construction or effect on any of the terms, covenants, or conditions hereof.

11.5 Notices of Claim, Complaints. If either party receives a notice of claim or is served with a summons and complaint for any act or omission arising from this Agreement, the party shall forthwith provide a copy to the other party. This provision is meant to provide information to both parties about any pending claim and does not relieve any third party of its obligation to properly serve any notice or legal process on a party of its obligation to properly serve any notice or legal process on a party believed by the third party to bear liability for any act or omission.

11.6 Notices. Any notice required or allowed to be given under this Agreement by one party to the other shall be addressed to the Clerk at the Ashland City Hall, 601 W. Main Street, Ashland, Wisconsin 54806, or to the Town Clerk at the address of record.

IN WITNESS WHEREOF, THE TOWN OF EILEEN has caused this agreement to be

signed by _____; it's Chairman and attested to by _____,
its Town Clerk, this _____ day of _____, 2026.

Town Chairperson

Town Clerk

IN WITNESS WHEREOF, THE CITY OF ASHLAND has caused this agreement to be

signed by Matt MacKenzie, its Mayor and attested to by Denise Oliphant, its City Clerk, and
Jacey Dean, its comptroller, this _____ day of _____, 2026.

Matt MacKenzie
Mayor

Denise Oliphant
City Clerk

AS TO FORM:

Jacey Dean
Comptroller

Tyler W. Wickman
City Attorney

**AGREEMENT BY AND BETWEEN THE
CITY OF ASHLAND
AND
TOWN OF GINGLES
FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT by and between the City of Ashland, Ashland County, Wisconsin (hereafter referred to as "City") and the Town of Gingles, Ashland County, Wisconsin (hereinafter referred to as "Town") is hereby made effective January 1, 2027.

WITNESSETH:

WHEREAS, the City has for its own use, equipment and staff to adequately provide fire protection and emergency medical services within the corporate limits of the City; and

WHEREAS, the Town, which is located within a close proximity to the City and is desirous of partnering with the City in providing its residents the fire protection services as required under Section 60.55, Wisconsin Statutes, and emergency medical services as required under Section 60.565, Wisconsin Statutes; and

WHEREAS, the City is willing to partner with the Town in providing such services on a basis of sharing the operating expenses for fire protection and emergency medical services between the City and contracting municipalities.

WHEREAS, Section 66.03125, Wisconsin Statutes, permits such intergovernmental cooperative agreements to be entered into.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Advisory Service Board shall mean a committee composed of one representative from each of the municipalities who have entered into either fire protection service or emergency medical service contracts with the City of Ashland for the purpose of meeting regularly with the Chief to discuss fire service or emergency medical service issues.

1.2 Chief shall mean the City of Ashland Fire and Ambulance Service department head.

ARTICLE 2

CITY COVENANTS

2.1 Fire Protection Services to be Provided, The City agrees to make specified Fire Protection Services and Emergency Medical Services available to the Town that will include:

- a. Fire Suppression (Structural and Wildland);
- b. Fire Code Management (Semi-annual Fire Inspections of Department of Commerce categorized structures); and,
- c. Hazardous Material Release Spill Response.

2.2 Emergency Medical Services to be Provided. The City agrees to make specified Emergency Medical Services available to the Town that will include EMT (Emergency Medical Technician) Basic up to Paramedic level services.

2.3 Ambulance Service Charges. All users of emergency medical services (ambulance service) will receive an invoice for services rendered. The City agrees to charge bonafide residents of the jurisdictions under contract for emergency medical (ambulance) services the resident rate as established from time to time by the Ashland Common Council.

2.4 Transport. The City agrees to transport the sick and injured to a hospital based upon the decision of an Emergency Medical Technician (EMT) as determined by the patient's condition, or as directed by a licensed physician under emergency conditions.

ARTICLE 3

TOWN COVENANTS

3.1 Remitting of Payment for Services. The Town hereby covenants and agrees that it will:

- a. Remit payments to the City for fire protection services and emergency medical services in accordance with the terms of this Agreement; and
- b. Assign to the City the Town's annual 2% dues allocation provided by the State for fire inspections no later than June 30th annually; and,
- c. Carry out its obligations as required by this Agreement.

ARTICLE 4

ADVISORY BOARD

4.1 Advisory Board Established. There shall be an Advisory Service Board for the purpose of meeting with the Chief to discuss fire service and emergency medical service issues.

4.2 Membership. Each municipality who enters into an agreement with the City for fire protection service, emergency medical service, or both, shall designate no more than one representative to serve on the advisory board. The Town shall decide how its member to the Advisory Board will be selected. The Town has sole responsibility to inform the City of the current name, address, phone number and e-mail address (if available) of its representative to the advisory board.

4.3 Meetings. At a minimum, the Advisory Board will meet annually to discuss issues brought to the Chief's attention.

ARTICLE 5

TERM, RENEWAL, & TERMINATION

5.1 Initial Term. The term of this Agreement shall be for a period of five (5) years commencing at 12:01 a.m. on January 1, 2027 and terminating at midnight on December 31, 2031.

5.2 Renewal Terms. This Agreement shall automatically renew after the Initial Term for consecutive one-year (12-month) periods unless terminated according to the provisions of Section 5.3.

5.3 Termination. It is understood by both parties that termination of this Agreement shall be undertaken via a written "Notice to Terminate" delivered to the Clerk of the other party no less than two (2) years in advance of the termination date of this Agreement (during either the Initial Term and no less than six (6) months in advance of the termination date of this Agreement during a Renewal Term). Any notice to terminate issued under this provision of the Agreement shall be effective at midnight on December 31st.

5.4 Termination Obligation. In the event that the Town opts to terminate this Agreement before the end of the Initial Term (December 31, 2031), the Town shall pay the City the sum of \$25,000 per year for each remaining year of the Initial Term. This payment is to compensate the City for the cost of termination or idling the City's personnel and/or equipment allocated to service this Agreement. The termination Obligation shall not apply to termination of the Agreement after the Initial Term (December 31, 2031).

ARTICLE 6

ANNUAL PAYMENT

6.1. Annual Fire Service and Emergency Medical Services Charges. The annual charges to be paid by the Town for fire service and emergency medical services are as follows:

- a. 2027 Contract Year - \$ 138,908
- b. 2028 Contract Year - \$ 144,785
- c. 2029 Contract Year - \$ 150,910
- d. 2030 Contract Year - \$ 157,295
- e. 2031 Contract Year - \$ 163,950

For each Renewal Term, the annual charges paid by the Town will increase by 4.23% over the prior year's charges.

6.2 Annual Payments to the City. All payments owed the City by the Town for fire services and emergency medical services, as provided for in Section 6.1 above, shall be due and payable to the City in two equal installments. The first installment shall be payable no later than January 31st annually. The second payment shall be payable no later than July 31st annually. Payments received after the specified date(s) shall be subject to a "late fee" penalty of \$50.00 per day for up to 10 days and \$100.00 per day for every day thereafter.

6.3. EMS Invoices. In addition to the service fee provided for in Section 6.1 above, those Town residents using the emergency medical service shall receive an invoice for services rendered by the City. Said billing shall be comprised of the base ambulance rate (Basic Life Support or Advanced Life Support) and miscellaneous supplies used to provide necessary patient care to the user. Specialized services such as motor vehicle collisions, motor vehicle extrication, silo extrication, search and rescue, or any other service provided by the Ashland Fire Department shall be billed to the patient/responsible party.

ARTICLE 7

EQUIPMENT PURCHASES

7.1 Equipment Title. The City is solely responsible for all capital expenditures undertaken for the purchase of vehicles, buildings, and or land required to render the services described herein are the property of the City. Such assets, whether acquired before or during the contract term, will remain the property of the City in the event of termination, expiration, or non-renewal of this Agreement.

ARTICLE 8

MUTUAL AID AND OTHER PAYMENTS

8.1 Mutual Aid Reimbursement. It is understood that this Agreement does not provide for the payment of mutual aid assistance by the City for area or regional responses to incidents within the Town outside the scope of this Agreement. In the event that an emergency service not party to any applicable local mutual aid agreement is called into the Town and desires to be reimbursed for providing mutual aid, hazardous material cleanup or containment, search and rescue services, or some other emergency services qualifying under Wisconsin Statute for mutual aid reimbursement, the Town agrees to be solely responsible for the payment of such services.

8.2 Right to Reimbursement. The Town assigns to the City, its right to reimbursement for costs incurred in responding to a fire call on a county trunk or state trunk highway pursuant to Section 60.557, Wisconsin Statutes.

ARTICLE 9

REPRESENTATIONS OF SERVICE

9.1 Effectiveness of Municipal Service. It is understood by both parties that the City does not, by this Agreement, make any representations as to the effectiveness of its equipment or personnel in performing the services hereby contracted for, and that said services have been offered at the request of the Town as a substitution for the Town furnishing its own services.

9.2 Access. It is understood by all parties that there shall be no expectation of service if:

- a. Road conditions do not permit safe travel or access by emergency vehicles;
- b. Weather conditions do not permit the passage of emergency vehicles;
- c. Properties are not properly signed with fire numbers; or if,
- d. Driveways and private roads:
 - 1. Are not configured to a proper width to permit passage by emergency vehicles;

2. Do not have necessary clearances for passage of emergency vehicles;
3. Do not have supporting structures such as bridges or culverts of satisfactory strength to support passage of emergency vehicles;
4. Are not provided with turnarounds; or,
5. Are not maintained in a proper condition to provide for the safe passage or maneuvering of emergency vehicles.

9.3 Road Access Plans. The Town agrees to develop road maintenance/access plans to insure passage by emergency vehicles.

9.4 Multiple Calls. In the event an emergency occurs in the City or in another contracting municipality while the City is dispatched to respond to an emergency in the Town, it may be necessary for the City to issue a call for mutual aid and/or removal or reallocation of selected equipment and personnel from the scene in the Town. Such determination to remove or reallocate equipment shall be made by the Fire Chief, Incident Commander, Dispatcher, or other individual assigned responsibility for the response.

ARTICLE 10

ADDRESSES & SIGNAGE

10.1 Addresses & Signage. All areas of the Town shall be adequately addressed and all streets and roads adequately signed. A complete and accurate list showing fire numbers, streets and roads and property owners and water supply points shall be provided to the City prior to the effective date of this Agreement. Said lists shall be prepared and updated annually at the Town's expense.

10.2 Property Notifications. The Town is requested to notify its property owners annually of the necessity of providing proper driveway and roadway clearances for access of emergency vehicles. Such notification is intended to make property owners aware that emergency responses will be hampered if equipment cannot travel rural driveways to gain access to building sites.

ARTICLE 11

MISCELLANEOUS

11.1 Amendments. Neither this Agreement nor any of the terms, covenants, or conditions herein may be modified or amended except by an agreement in writing approved and executed by the governing boards of all of the parties.

11.2 Indemnity. The Town hereby agrees to indemnify and hold the City harmless from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, judgments costs and expenses (including, but not limited to, reasonable attorney's fees) imposed upon, incurred by or, asserted against the City during or with respect to the term hereof, arising from any act or omission of the City under this Agreement or from any failure of the City to duly and fully perform or comply with any of all the terms of this Agreement.

11.3 Severability. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or enforceable under applicable law, then the remainder of the Agreement shall not be affected.

11.4 Construction. The headings of the paragraphs and subparagraphs of this Agreement are for convenience only and shall in no way affect the construction or effect on any of the terms, covenants, or conditions hereof.

11.5 Notices of Claim, Complaints. If either party receives a notice of claim or is served with a summons and complaint for any act or omission arising from this Agreement, the party shall forthwith provide a copy to the other party. This provision is meant to provide information to both parties about any pending claim and does not relieve any third party of its obligation to properly serve any notice or legal process on a party of its obligation to properly serve any notice or legal process on a party believed by the third party to bear liability for any act or omission.

11.6 Notices. Any notice required or allowed to be given under this Agreement by one party to the other shall be addressed to the Clerk at the Ashland City Hall, 601 W. Main Street, Ashland, Wisconsin 54806, or to the Town Clerk at the address of record.

IN WITNESS WHEREOF, THE TOWN OF GINGLES has caused this agreement to be

signed by _____; it's Chairman and attested to by _____,

its Town Clerk, this _____ day of _____, 2026.

Town Chairperson

Town Clerk

IN WITNESS WHEREOF, THE CITY OF ASHLAND has caused this agreement to be

signed by Matt MacKenzie, its Mayor and attested to by Denise Oliphant, its City Clerk, and

Jacey Dean, its comptroller, this _____ day of _____, 2026.

Matt MacKenzie
Mayor

Denise Oliphant
City Clerk

AS TO FORM:

Jacey Dean
Comptroller

Tyler W. Wickman
City Attorney

**AGREEMENT BY AND BETWEEN THE
CITY OF ASHLAND
AND
TOWN OF MARENGO
FOR EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT by and between the City of Ashland, Ashland County, Wisconsin (hereafter referred to as "City") and the Town of Marengo, Ashland County, Wisconsin (hereinafter referred to as "Town") is hereby made effective January 1, 2027.

WITNESSETH:

WHEREAS, the City has for its own use, equipment and staff to adequately provide emergency medical services within the corporate limits of the City; and

WHEREAS, the Town, which is located within a close proximity to the City and is desirous of partnering with the City in providing its residents the emergency medical services as required under Section 60.565, Wisconsin Statutes; and

WHEREAS, the City is willing to partner with the Town in providing such services on a basis of sharing the operating expenses for emergency medical services between the City and contracting municipalities.

WHEREAS, Section 66.03125, Wisconsin Statutes, permits such intergovernmental cooperative agreements to be entered into.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Advisory Service Board shall mean a committee composed of one representative from each of the municipalities who have entered into either fire protection service or emergency medical service contracts with the City of Ashland for the purpose of meeting regularly with the Chief to discuss emergency medical service issues.

1.2 Chief shall mean the City of Ashland Fire and Ambulance Service department head.

ARTICLE 2

CITY COVENANTS

2.1 This Contract will include EMS and Wilderness Rescue Services (Rescues requiring ATV and/or Snowmobile and rescue sled to access a patient for EMS services) only. This does not include any type of extrication or additional rescue services.

2.2 Emergency Medical Services to be Provided. The City agrees to make specified Emergency Medical Services available to the Town that will include EMT (Emergency Medical Technician) Basic up to Paramedic level services.

2.3 Ambulance Service Charges. All users of emergency medical services (ambulance service) will receive an invoice for services rendered. The City agrees to charge bonafide residents of the jurisdictions under contract for emergency medical (ambulance) services the resident rate as established from time to time by the Ashland Common Council.

2.4 Transport. The City agrees to transport the sick and injured to a hospital based upon the decision of an Emergency Medical Technician (EMT) as determined by the patient's condition, or as directed by a licensed physician under emergency conditions.

ARTICLE 3

TOWN COVENANTS

3.1 Remitting of Payment for Services. The Town hereby covenants and agrees that it will:

- a. Remit payments to the City for emergency medical services in accordance with the terms of this Agreement; and
- b. Carry out its obligations as required by this Agreement.

ARTICLE 4

ADVISORY BOARD

4.1 Advisory Board Established. There shall be an Advisory Service Board for the purpose of meeting with the Chief to discuss fire service and emergency medical service issues.

4.2 Membership. Each municipality who enters into an agreement with the City for fire protection service, emergency medical service, or both, shall designate no more than one representative to serve on the advisory board. The Town shall decide how its member to the Advisory Board will be selected. The Town has sole responsibility to inform the City of the current name, address, phone number and e-mail address (if available) of its representative to the advisory board.

4.3 Meetings. At a minimum, the Advisory Board will meet annually to discuss issues brought to the Chief's attention.

ARTICLE 5
TERM, RENEWAL, & TERMINATION

5.1 Initial Term. The term of this Agreement shall be for a period of five (5) years commencing at 12:01 a.m. on January 1, 2027 and terminating at midnight on December 31, 2031.

5.2 Renewal Terms. This Agreement shall automatically renew after the Initial Term for consecutive one-year (12-month) periods unless terminated according to the provisions of Section 5.3.

5.3 Termination. It is understood by both parties that termination of this Agreement shall be undertaken via a written "Notice to Terminate" delivered to the Clerk of the other party no less than two (2) years in advance of the termination date of this Agreement (during either the Initial Term and no less than six (6) months in advance of the termination date of this Agreement during a Renewal Term). Any notice to terminate issued under this provision of the Agreement shall be effective at midnight on December 31st.

5.4 Termination Obligation. In the event that the Town opts to terminate this Agreement before the end of the Initial Term (December 31, 2031), the Town shall pay the City the sum of \$25,000 per year for each remaining year of the Initial Term. This payment is to compensate the City for the cost of termination or idling the City's personnel and/or equipment allocated to service this Agreement. The termination Obligation shall not apply to termination of the Agreement after the Initial Term (December 31, 2031).

ARTICLE 6
ANNUAL PAYMENT

6.1. Annual Emergency Medical Services Charges. The annual charges to be paid by the Town for emergency medical services are as follows:

- a. 2027 Contract Year - \$ 44,860
- b. 2028 Contract Year - \$ 45,982
- c. 2029 Contract Year - \$ 47,132
- d. 2030 Contract Year - \$ 48,310
- e. 2031 Contract Year - \$ 49,518

For each Renewal Term, the annual charges paid by the Town will increase by 2.5% over the prior year's charges.

6.2 Annual Payments to the City. All payments owed the City by the Town for emergency medical services, as provided for in Section 6.1 above, shall be due and payable to the City in two equal installments. The first installment shall be payable no later than January 31st annually. The second payment shall be payable no later than July 31st annually. Payments received after the specified date(s) shall be subject to a "late fee" penalty of \$50.00 per day for up to 10 days and \$100.00 per day for every day thereafter.

6.3. EMS Invoices. In addition to the service fee provided for in Section 6.1 above, those Town residents using the emergency medical service shall receive an invoice for services rendered by the

City. Said billing shall be comprised of the base ambulance rate (Basic Life Support or Advanced Life Support) and miscellaneous supplies used to provide necessary patient care to the user. Specialized services such as motor vehicle collisions, motor vehicle extrication, silo extrication, search and rescue, or any other service provided by the Ashland Fire Department shall be billed to the patient/responsible party.

ARTICLE 7

EQUIPMENT PURCHASES

7.1 Equipment Title. The City is solely responsible for all capital expenditures undertaken for the purchase of vehicles, buildings, and or land required to render the services described herein are the property of the City. Such assets, whether acquired before or during the contract term, will remain the property of the City in the event of termination, expiration, or non-renewal of this Agreement.

ARTICLE 8

MUTUAL AID AND OTHER PAYMENTS

8.1 Mutual Aid Reimbursement. It is understood that this Agreement does not provide for the payment of mutual aid assistance by the City for area or regional responses to incidents within the Town outside the scope of this Agreement. In the event that an emergency service not party to any applicable local mutual aid agreement is called into the Town and desires to be reimbursed for providing mutual aid, hazardous material cleanup or containment, search and rescue services, or some other emergency services qualifying under Wisconsin Statute for mutual aid reimbursement, the Town agrees to be solely responsible for the payment of such services.

8.2 Right to Reimbursement. The Town assigns to the City, its right to reimbursement for costs incurred in responding to a fire call on a county trunk or state trunk highway pursuant to Section 60.557, Wisconsin Statutes.

ARTICLE 9

REPRESENTATIONS OF SERVICE

9.1 Effectiveness of Municipal Service. It is understood by both parties that the City does not, by this Agreement, make any representations as to the effectiveness of its equipment or personnel in performing the services hereby contracted for, and that said services have been offered at the request of the Town as a substitution for the Town furnishing its own services.

9.2 Access. It is understood by all parties that there shall be no expectation of service if:

- a. Road conditions do not permit safe travel or access by emergency vehicles;
- b. Weather conditions do not permit the passage of emergency vehicles;
- c. Properties are not properly signed with fire numbers; or if,
- d. Driveways and private roads:
 1. Are not configured to a proper width to permit passage by emergency vehicles;
 2. Do not have necessary clearances for passage of emergency vehicles;
 3. Do not have supporting structures such as bridges or culverts of satisfactory strength to

support passage of emergency vehicles;

4. Are not provided with turnarounds; or,

5. Are not maintained in a proper condition to provide for the safe passage or maneuvering of emergency vehicles.

9.3 Road Access Plans. The Town agrees to develop road maintenance/access plans to insure passage by emergency vehicles.

9.4 Multiple Calls. In the event an emergency occurs in the City or in another contracting municipality while the City is dispatched to respond to an emergency in the Town, it may be necessary for the City to issue a call for mutual aid and/or removal or reallocation of selected equipment and personnel from the scene in the Town. Such determination to remove or reallocate equipment shall be made by the Fire Chief, Incident Commander, Dispatcher, or other individual assigned responsibility for the response.

ARTICLE 10

ADDRESSES & SIGNAGE

10.1 Addresses & Signage. All areas of the Town shall be adequately addressed and all streets and roads adequately signed. A complete and accurate list showing fire numbers, streets and roads and property owners and water supply points shall be provided to the City prior to the effective date of this Agreement. Said lists shall be prepared and updated annually at the Town's expense.

10.2 Property Notifications. The Town is requested to notify its property owners annually of the necessity of providing proper driveway and roadway clearances for access of emergency vehicles. Such notification is intended to make property owners aware that emergency responses will be hampered if equipment cannot travel rural driveways to gain access to building sites.

ARTICLE 11

MISCELLANEOUS

11.1 Amendments. Neither this Agreement nor any of the terms, covenants, or conditions herein may be modified or amended except by an agreement in writing approved and executed by the governing boards of all of the parties.

11.2 Indemnity. The Town hereby agrees to indemnify and hold the City harmless from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, judgments costs and expenses (including, but not limited to, reasonable attorney's fees) imposed upon, incurred by or, asserted against the City during or with respect to the term hereof, arising from any act or omission of the City under this Agreement or from any failure of the City to duly and fully perform or comply with any of all the terms of this Agreement.

11.3 Severability. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or enforceable under applicable law, then the remainder of the Agreement shall not be affected.

11.4 Construction. The headings of the paragraphs and subparagraphs of this Agreement are for

convenience only and shall in no way affect the construction or effect on any of the terms, covenants, or conditions hereof.

11.5 Notices of Claim, Complaints. If either party receives a notice of claim or is served with a summons and complaint for any act or omission arising from this Agreement, the party shall forthwith provide a copy to the other party. This provision is meant to provide information to both parties about any pending claim and does not relieve any third party of its obligation to properly serve any notice or legal process on a party of its obligation to properly serve any notice or legal process on a party believed by the third party to bear liability for any act or omission.

11.6 Notices. Any notice required or allowed to be given under this Agreement by one party to the other shall be addressed to the Clerk at the Ashland City Hall, 601 W. Main Street, Ashland, Wisconsin 54806, or to the Town Clerk at the address of record.

IN WITNESS WHEREOF, THE TOWN OF MARENGO has caused this agreement to be

signed by _____; it's Chairman and attested to by _____,

its Town Clerk, this _____ day of _____, 2026.

Town Chairperson

Town Clerk

IN WITNESS WHEREOF, THE CITY OF ASHLAND has caused this agreement to be

signed by Matt MacKenzie, its Mayor and attested to by Denise Oliphant, its City Clerk, and

Jacey Dean, its comptroller, this _____ day of _____, 2026.

Matt MacKenzie
Mayor

Denise Oliphant
City Clerk

AS TO FORM:

Jacey Dean
Comptroller

Tyler W. Wickman
City Attorney

**AGREEMENT BY AND BETWEEN THE
CITY OF ASHLAND
AND
TOWN OF PILSEN
FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT by and between the City of Ashland, Ashland County, Wisconsin (hereafter referred to as "City") and the Town of Pilsen, Bayfield County, Wisconsin (hereinafter referred to as "Town") is hereby made effective January 1, 2027.

WITNESSETH:

WHEREAS, the City has for its own use, equipment and staff to adequately provide fire protection and emergency medical services within the corporate limits of the City; and

WHEREAS, the Town, which is located within a close proximity to the City and is desirous of partnering with the City in providing its residents the fire protection services as required under Section 60.55, Wisconsin Statutes, and emergency medical services as required under Section 60.565, Wisconsin Statutes; and

WHEREAS, the City is willing to partner with the Town in providing such services on a basis of sharing the operating expenses for fire protection and emergency medical services between the City and contracting municipalities.

WHEREAS, Section 66.03125, Wisconsin Statutes, permits such intergovernmental cooperative agreements to be entered into.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Advisory Service Board shall mean a committee composed of one representative from each of the municipalities who have entered into either fire protection service or emergency medical service contracts with the City of Ashland for the purpose of meeting regularly with the Chief to discuss fire service or emergency medical service issues.

1.2 Chief shall mean the City of Ashland Fire and Ambulance Service department head.

ARTICLE 2

CITY COVENANTS

2.1 Fire Protection Services to be Provided. The City agrees to make specified Fire Protection Services and Emergency Medical Services available to the Town that will include:

- a. Fire Suppression (Structural and Wildland);
- b. Fire Code Management (Semi-annual Fire Inspections of Department of Commerce categorized structures); and,
- c. Hazardous Material Release Spill Response.

2.2 Emergency Medical Services to be Provided. The City agrees to make specified Emergency Medical Services available to the Town that will include EMT (Emergency Medical Technician) Basic up to Paramedic level services.

2.3 Ambulance Service Charges. All users of emergency medical services (ambulance service) will receive an invoice for services rendered. The City agrees to charge bonafide residents of the jurisdictions under contract for emergency medical (ambulance) services the resident rate as established from time to time by the Ashland Common Council.

2.4 Transport. The City agrees to transport the sick and injured to a hospital based upon the decision of an Emergency Medical Technician (EMT) as determined by the patient's condition, or as directed by a licensed physician under emergency conditions.

ARTICLE 3

TOWN COVENANTS

3.1 Remitting of Payment for Services. The Town hereby covenants and agrees that it will:

- a. Remit payments to the City for fire protection services and emergency medical services in accordance with the terms of this Agreement; and
- b. Assign to the City the Town's annual 2% dues allocation provided by the State for fire inspections no later than June 30th annually; and,
- c. Carry out its obligations as required by this Agreement.

ARTICLE 4

ADVISORY BOARD

4.1 Advisory Board Established. There shall be an Advisory Service Board for the purpose of meeting with the Chief to discuss fire service and emergency medical service issues.

4.2 Membership. Each municipality who enters into an agreement with the City for fire protection service, emergency medical service, or both, shall designate no more than one representative to serve on the advisory board. The Town shall decide how its member to the Advisory Board will be selected. The Town has sole responsibility to inform the City of the current name, address, phone number and e-mail address (if available) of its representative to the advisory board.

4.3 Meetings. At a minimum, the Advisory Board will meet annually to discuss issues brought to the Chief's attention.

ARTICLE 5
TERM, RENEWAL, & TERMINATION

5.1 Initial Term. The term of this Agreement shall be for a period of five (5) years commencing at 12:01 a.m. on January 1, 2027 and terminating at midnight on December 31, 2031.

5.2 Renewal Terms. This Agreement shall automatically renew after the Initial Term for consecutive one-year (12-month) periods unless terminated according to the provisions of Section 5.3.

5.3 Termination. It is understood by both parties that termination of this Agreement shall be undertaken via a written "Notice to Terminate" delivered to the Clerk of the other party no less than two (2) years in advance of the termination date of this Agreement (during either the Initial Term and no less than six (6) months in advance of the termination date of this Agreement during a Renewal Term). Any notice to terminate issued under this provision of the Agreement shall be effective at midnight on December 31st.

5.4 Termination Obligation. In the event that the Town opts to terminate this Agreement before the end of the Initial Term (December 31, 2031), the Town shall pay the City the sum of \$25,000 per year for each remaining year of the Initial Term. This payment is to compensate the City for the cost of termination or idling the City's personnel and/or equipment allocated to service this Agreement. The termination Obligation shall not apply to termination of the Agreement after the Initial Term (December 31, 2031).

ARTICLE 6
ANNUAL PAYMENT

6.1. Annual Fire Service and Emergency Medical Services Charges. The annual charges to be paid by the Town for fire service and emergency medical services are as follows:

- a. 2027 Contract Year - \$ 38,652
- b. 2028 Contract Year - \$ 40,762
- c. 2029 Contract Year - \$ 42,987
- d. 2030 Contract Year - \$ 45,333
- e. 2031 Contract Year - \$ 47,808

For each Renewal Term, the annual charges to be paid by the Town will increase by 5.46% over the prior year's charges.

6.2 Annual Payments to the City. All payments owed the City by the Town for fire services and emergency medical services, as provided for in Section 6.1 above, shall be due and payable to the City in two equal installments. The first installment shall be payable no later than January 31st annually. The second payment shall be payable no later than July 31st annually. Payments received after the specified date(s) shall be subject to a "late fee" penalty of \$50.00 per day for up to 10 days and \$100.00 per day for every day thereafter.

6.3. EMS Invoices. In addition to the service fee provided for in Section 6.1 above, those Town residents using the emergency medical service shall receive an invoice for services rendered by the City. Said billing shall be comprised of the base ambulance rate (Basic Life Support or Advanced Life Support) and miscellaneous supplies used to provide necessary patient care to the user. Specialized services such as motor vehicle collisions, motor vehicle extrication, silo extrication, search and

rescue, or any other service provided by the Ashland Fire Department shall be billed to the patient/responsible party.

6.4 Bayfield County EMS Tax Levy Payment Rebate. Bayfield County is currently levying a property tax to support EMS services in Bayfield County and sending a payment to each ambulance service to help provide EMS service. Each year that Bayfield County continues to send this annual payment to the City, this amount will be credited to the Bayfield County townships that have an agreement with the city for emergency medical service. The amount credited to each township will be the EMS Property Tax payment amount received from Bayfield County divided by the total equalized property value of the Bayfield County townships served by the City multiplied by the equalized property value of each corresponding township. If Bayfield County discontinues the EMS Property Tax Levy payment to the City, then no EMS Property Tax Levy Payment Rebate will be returned to the Town.

ARTICLE 7

EQUIPMENT PURCHASES

7.1 Equipment Title. The City is solely responsible for all capital expenditures undertaken for the purchase of vehicles, buildings, and or land required to render the services described herein are the property of the City. Such assets, whether acquired before or during the contract term, will remain the property of the City in the event of termination, expiration, or non-renewal of this Agreement.

ARTICLE 8

MUTUAL AID AND OTHER PAYMENTS

8.1 Mutual Aid Reimbursement. It is understood that this Agreement does not provide for the payment of mutual aid assistance by the City for area or regional responses to incidents within the Town outside the scope of this Agreement. In the event that an emergency service not party to any applicable local mutual aid agreement is called into the Town and desires to be reimbursed for providing mutual aid, hazardous material cleanup or containment, search and rescue services, or some other emergency services qualifying under Wisconsin Statute for mutual aid reimbursement, the Town agrees to be solely responsible for the payment of such services.

8.2 Right to Reimbursement. The Town assigns to the City, its right to reimbursement for costs incurred in responding to a fire call on a county trunk or state trunk highway pursuant to Section 60.557, Wisconsin Statutes.

ARTICLE 9

REPRESENTATIONS OF SERVICE

9.1 Effectiveness of Municipal Service. It is understood by both parties that the City does not, by this Agreement, make any representations as to the effectiveness of its equipment or personnel in performing the services hereby contracted for, and that said services have been offered at the request of the Town as a substitution for the Town furnishing its own services.

9.2 Access. It is understood by all parties that there shall be no expectation of service if:

- a. Road conditions do not permit safe travel or access by emergency vehicles;
- b. Weather conditions do not permit the passage of emergency vehicles;

- c. Properties are not properly signed with fire numbers; or if,
- d. Driveways and private roads:
 - 1. Are not configured to a proper width to permit passage by emergency vehicles;
 - 2. Do not have necessary clearances for passage of emergency vehicles;
 - 3. Do not have supporting structures such as bridges or culverts of satisfactory strength to support passage of emergency vehicles;
 - 4. Are not provided with turnarounds; or,
 - 5. Are not maintained in a proper condition to provide for the safe passage or maneuvering of emergency vehicles.

9.3 Road Access Plans. The Town agrees to develop road maintenance/access plans to insure passage by emergency vehicles.

9.4 Multiple Calls. In the event an emergency occurs in the City or in another contracting municipality while the City is dispatched to respond to an emergency in the Town, it may be necessary for the City to issue a call for mutual aid and/or removal or reallocation of selected equipment and personnel from the scene in the Town. Such determination to remove or reallocate equipment shall be made by the Fire Chief, Incident Commander, Dispatcher, or other individual assigned responsibility for the response.

ARTICLE 10

ADDRESSES & SIGNAGE

10.1 Addresses & Signage. All areas of the Town shall be adequately addressed and all streets and roads adequately signed. A complete and accurate list showing fire numbers, streets and roads and property owners and water supply points shall be provided to the City prior to the effective date of this Agreement. Said lists shall be prepared and updated annually at the Town's expense.

10.2 Property Notifications. The Town is requested to notify its property owners annually of the necessity of providing proper driveway and roadway clearances for access of emergency vehicles. Such notification is intended to make property owners aware that emergency responses will be hampered if equipment cannot travel rural driveways to gain access to building sites.

ARTICLE 11

MISCELLANEOUS

11.1 Amendments. Neither this Agreement nor any of the terms, covenants, or conditions herein may be modified or amended except by an agreement in writing approved and executed by the governing boards of all of the parties.

11.2 Indemnity. The Town hereby agrees to indemnify and hold the City harmless from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, judgments costs and expenses (including, but not limited to, reasonable attorney's fees) imposed upon, incurred by or, asserted against the City during or with respect to the term hereof, arising from any act or omission of the City under this Agreement or from any failure of the City to duly and fully perform or comply with any of all the terms of this Agreement.

11.3 Severability. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or enforceable under applicable law, then the remainder of the Agreement shall not be affected.

11.4 Construction. The headings of the paragraphs and subparagraphs of this Agreement are for convenience only and shall in no way affect the construction or effect on any of the terms, covenants, or conditions hereof.

11.5 Notices of Claim, Complaints. If either party receives a notice of claim or is served with a summons and complaint for any act or omission arising from this Agreement, the party shall forthwith provide a copy to the other party. This provision is meant to provide information to both parties about any pending claim and does not relieve any third party of its obligation to properly serve any notice or legal process on a party of its obligation to properly serve any notice or legal process on a party believed by the third party to bear liability for any act or omission.

11.6 Notices. Any notice required or allowed to be given under this Agreement by one party to the other shall be addressed to the Clerk at the Ashland City Hall, 601 W. Main Street, Ashland, Wisconsin 54806, or to the Town Clerk at the address of record.

IN WITNESS WHEREOF, THE TOWN OF PILSEN has caused this agreement to be

signed by _____; it's Chairman and attested to by _____,

its Town Clerk, this _____ day of _____, 2026.

Town Chairperson

Town Clerk

IN WITNESS WHEREOF, THE CITY OF ASHLAND has caused this agreement to be

signed by Matt MacKenzie, its Mayor and attested to by Denise Oliphant, its City Clerk, and

Jacey Dean, its comptroller, this _____ day of _____, 2026.

Matt MacKenzie
Mayor

Denise Oliphant
City Clerk

AS TO FORM:

Jacey Dean
Comptroller

Tyler W. Wickman
City Attorney

**AGREEMENT BY AND BETWEEN THE
CITY OF ASHLAND
AND
TOWN OF SANBORN
FOR EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT by and between the City of Ashland, Ashland County, Wisconsin (hereafter referred to as "City") and the Town of Sanborn, Ashland County, Wisconsin (hereinafter referred to as "Town") is hereby made effective January 1, 2027.

WITNESSETH:

WHEREAS, the City has for its own use, equipment and staff to adequately provide emergency medical services within the corporate limits of the City; and

WHEREAS, the Town, which is located within a close proximity to the City and is desirous of partnering with the City in providing its residents the emergency medical services as required under Section 60.565, Wisconsin Statutes; and

WHEREAS, the City is willing to partner with the Town in providing such services on a basis of sharing the operating expenses for emergency medical services between the City and contracting municipalities.

WHEREAS, Section 66.03125, Wisconsin Statutes, permits such intergovernmental cooperative agreements to be entered into.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Advisory Service Board shall mean a committee composed of one representative from each of the municipalities who have entered into either fire protection service or emergency medical service contracts with the City of Ashland for the purpose of meeting regularly with the Chief to discuss emergency medical service issues.

1.2 Chief shall mean the City of Ashland Fire and Ambulance Service department head.

ARTICLE 2

CITY COVENANTS

2.1 This Contract will include EMS and Wilderness Rescue Services (Rescues requiring ATV and/or Snowmobile and rescue sled to access a patient for EMS services) only. This does not include any type of extrication or additional rescue services.

2.2 Emergency Medical Services to be Provided. The City agrees to make specified Emergency Medical Services available to the Town that will include EMT (Emergency Medical Technician) Basic up to Paramedic level services.

2.3 Ambulance Service Charges. All users of emergency medical services (ambulance service) will receive an invoice for services rendered. The City agrees to charge bonafide residents of the jurisdictions under contract for emergency medical (ambulance) services the resident rate as established from time to time by the Ashland Common Council.

2.4 Transport. The City agrees to transport the sick and injured to a hospital based upon the decision of an Emergency Medical Technician (EMT) as determined by the patient's condition, or as directed by a licensed physician under emergency conditions.

ARTICLE 3

TOWN COVENANTS

3.1 Remitting of Payment for Services. The Town hereby covenants and agrees that it will:

- a. Remit payments to the City for emergency medical services in accordance with the terms of this Agreement; and
- b. Carry out its obligations as required by this Agreement.

ARTICLE 4

ADVISORY BOARD

4.1 Advisory Board Established. There shall be an Advisory Service Board for the purpose of meeting with the Chief to discuss fire service and emergency medical service issues.

4.2 Membership. Each municipality who enters into an agreement with the City for fire protection service, emergency medical service, or both, shall designate no more than one representative to serve on the advisory board. The Town shall decide how its member to the Advisory Board will be selected. The Town has sole responsibility to inform the City of the current name, address, phone number and e-mail address (if available) of its representative to the advisory board.

4.3 Meetings. At a minimum, the Advisory Board will meet annually to discuss issues brought to the Chief's attention.

ARTICLE 5
TERM, RENEWAL, & TERMINATION

5.1 Initial Term. The term of this Agreement shall be for a period of five (5) years commencing at 12:01 a.m. on January 1, 2027 and terminating at midnight on December 31, 2031.

5.2 Renewal Terms. This Agreement shall automatically renew **after the Initial Term** for consecutive one-year (12-month) periods unless terminated according to the provisions of Section 5.3.

5.3 Termination. It is understood by both parties that termination of this Agreement shall be undertaken via a written "Notice to Terminate" delivered to the Clerk of the other party no less than two (2) years in advance of the termination date **of this Agreement (during either the Initial Term and no less than six (6) months in advance of the termination date of this Agreement during a Renewal Term)**. Any notice to terminate issued under this provision of the Agreement shall be effective at midnight on December 31st.

5.4 Termination Obligation. In the event that the Town opts to terminate this Agreement **before the end of the Initial Term** (December 31, 2031), the Town shall pay the City the sum of \$25,000 per year for each remaining year of the **Initial Term**. This payment is to compensate the City for the cost of termination or idling the City's personnel and/or equipment allocated to service this Agreement. The termination Obligation shall not apply to termination of the Agreement after **the Initial Term** (December 31, 2031).

ARTICLE 6
ANNUAL PAYMENT

6.1. Annual Emergency Medical Services Charges. The annual charges to be paid by the Town for emergency medical services are as follows:

- a. 2027 Contract Year - \$ 127,820
- b. 2028 Contract Year - \$ 131,016
- c. 2029 Contract Year - \$ 134,291
- d. 2030 Contract Year - \$ 137,648
- e. 2031 Contract Year - \$ 141,089

For each Renewal Term, the annual charges paid by the Town will increase by 2.5% over the prior year's charges.

6.2 Annual Payments to the City. All payments owed the City by the Town for emergency medical services, as provided for in Section 6.1 above, shall be due and payable to the City in two equal installments. The first installment shall be payable no later than January 31st annually. The second payment shall be payable no later than July 31st annually. Payments received after the specified date(s) shall be subject to a "late fee" penalty of \$50.00 per day for up to 10 days and \$100.00 per day for every day thereafter.

6.3. EMS Invoices. In addition to the service fee provided for in Section 6.1 above, those Town residents using the emergency medical service shall receive an invoice for services rendered by the

City. Said billing shall be comprised of the base ambulance rate (Basic Life Support or Advanced Life Support) and miscellaneous supplies used to provide necessary patient care to the user. Specialized services such as motor vehicle collisions, motor vehicle extrication, silo extrication, search and rescue, or any other service provided by the Ashland Fire Department shall be billed to the patient/responsible party.

ARTICLE 7

EQUIPMENT PURCHASES

7.1 Equipment Title. The City is solely responsible for all capital expenditures undertaken for the purchase of vehicles, buildings, and or land required to render the services described herein are the property of the City. Such assets, whether acquired before or during the contract term, will remain the property of the City in the event of termination, expiration, or non-renewal of this Agreement.

ARTICLE 8

MUTUAL AID AND OTHER PAYMENTS

8.1 Mutual Aid Reimbursement. It is understood that this Agreement does not provide for the payment of mutual aid assistance by the City for area or regional responses to incidents within the Town outside the scope of this Agreement. In the event that an emergency service not party to any applicable local mutual aid agreement is called into the Town and desires to be reimbursed for providing mutual aid, hazardous material cleanup or containment, search and rescue services, or some other emergency services qualifying under Wisconsin Statute for mutual aid reimbursement, the Town agrees to be solely responsible for the payment of such services.

8.2 Right to Reimbursement. The Town assigns to the City, its right to reimbursement for costs incurred in responding to a fire call on a county trunk or state trunk highway pursuant to Section 60.557, Wisconsin Statutes.

ARTICLE 9

REPRESENTATIONS OF SERVICE

9.1 Effectiveness of Municipal Service. It is understood by both parties that the City does not, by this Agreement, make any representations as to the effectiveness of its equipment or personnel in performing the services hereby contracted for, and that said services have been offered at the request of the Town as a substitution for the Town furnishing its own services.

9.2 Access. It is understood by all parties that there shall be no expectation of service if:

- a. Road conditions do not permit safe travel or access by emergency vehicles;
- b. Weather conditions do not permit the passage of emergency vehicles;
- c. Properties are not properly signed with fire numbers; or if,
- d. Driveways and private roads:
 - 1. Are not configured to a proper width to permit passage by emergency vehicles;
 - 2. Do not have necessary clearances for passage of emergency vehicles;
 - 3. Do not have supporting structures such as bridges or culverts of satisfactory strength to

support passage of emergency vehicles;

4. Are not provided with turnarounds; or,

5. Are not maintained in a proper condition to provide for the safe passage or maneuvering of emergency vehicles.

9.3 Road Access Plans. The Town agrees to develop road maintenance/access plans to insure passage by emergency vehicles.

9.4 Multiple Calls. In the event an emergency occurs in the City or in another contracting municipality while the City is dispatched to respond to an emergency in the Town, it may be necessary for the City to issue a call for mutual aid and/or removal or reallocation of selected equipment and personnel from the scene in the Town. Such determination to remove or reallocate equipment shall be made by the Fire Chief, Incident Commander, Dispatcher, or other individual assigned responsibility for the response.

ARTICLE 10

ADDRESSES & SIGNAGE

10.1 Addresses & Signage. All areas of the Town shall be adequately addressed and all streets and roads adequately signed. A complete and accurate list showing fire numbers, streets and roads and property owners and water supply points shall be provided to the City prior to the effective date of this Agreement. Said lists shall be prepared and updated annually at the Town's expense.

10.2 Property Notifications. The Town is requested to notify its property owners annually of the necessity of providing proper driveway and roadway clearances for access of emergency vehicles. Such notification is intended to make property owners aware that emergency responses will be hampered if equipment cannot travel rural driveways to gain access to building sites.

ARTICLE 11

MISCELLANEOUS

11.1 Amendments. Neither this Agreement nor any of the terms, covenants, or conditions herein may be modified or amended except by an agreement in writing approved and executed by the governing boards of all of the parties.

11.2 Indemnity. The Town hereby agrees to indemnify and hold the City harmless from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, judgments costs and expenses (including, but not limited to, reasonable attorney's fees) imposed upon, incurred by or, asserted against the City during or with respect to the term hereof, arising from any act or omission of the City under this Agreement or from any failure of the City to duly and fully perform or comply with any of all the terms of this Agreement.

11.3 Severability. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or enforceable under applicable law, then the remainder of the Agreement shall not be affected.

11.4 Construction. The headings of the paragraphs and subparagraphs of this Agreement are for

convenience only and shall in no way affect the construction or effect on any of the terms, covenants, or conditions hereof.

11.5 Notices of Claim, Complaints. If either party receives a notice of claim or is served with a summons and complaint for any act or omission arising from this Agreement, the party shall forthwith provide a copy to the other party. This provision is meant to provide information to both parties about any pending claim and does not relieve any third party of its obligation to properly serve any notice or legal process on a party of its obligation to properly serve any notice or legal process on a party believed by the third party to bear liability for any act or omission.

11.6 Notices. Any notice required or allowed to be given under this Agreement by one party to the other shall be addressed to the Clerk at the Ashland City Hall, 601 W. Main Street, Ashland, Wisconsin 54806, or to the Town Clerk at the address of record.

IN WITNESS WHEREOF, THE TOWN OF SANBORN has caused this agreement to be

signed by _____; it's Chairman and attested to by _____,

its Town Clerk, this _____ day of _____, 2026.

Town Chairperson

Town Clerk

IN WITNESS WHEREOF, THE CITY OF ASHLAND has caused this agreement to be

signed by Matt MacKenzie, its Mayor and attested to by Denise Oliphant, its City Clerk, and

Barbara Clement, its comptroller, this _____ day of _____, 2026.

Matt MacKenzie
Mayor

Denise Oliphant
City Clerk

AS TO FORM:

Jacey Dean
Comptroller

Tyler W. Wickman
City Attorney

SUBJECT: Rename Salem Drive to Church Road by Resolution (*Planning and Development*)

RECOMMENDATION: Advance to Council for formal approval

DEPARTMENT OF ORIGIN: Planning and Development

CLEARANCES: City Administrator
Planning and Development Director

EXHIBITS: 1. Reso to Rename Salem Drive to Church Road Rev

COMPLIANCE WITH STRATEGIC PLAN: The Strategic Plan does not mention this private street renaming. The renaming does not conflict with any goals or action items in the Strategic Plan.

SUMMARY STATEMENT:

Hannah Barnes on behalf of Summit Church contacted Planning staff regarding a request to rename Salem Drive.

Salem Drive is a private road on Summit Church's property. Originally the church asked to rename Salem Drive to "Summit Road" which City and County staff determined could cause confusion for EMS/first response purposes due to similarity with existing street names.

After consulting with Ashland County, Planning staff determined that renaming Salem Drive to "Church Road" was acceptable and would not conflict with existing street names. Staff discussed the proposal with the City Attorney's office who determined that currently, there is no state statute on the naming of public or private streets in cities. There is also no ordinance that staff are aware of. The City Attorney's office recommended that Planning staff place this request on the Committee of the Whole agenda for review and, ultimately, the City Council agenda for final approval.

Staff recommends that review and discussion take place at the Committee of the Whole and if supportive, vote to forward it to the Council agenda for a final approval.

RESOLUTION TO RENAME SALEM DRIVE TO “CHURCH ROAD”

WHEREAS, the Planning Department has proposed to change the name of Salem Drive to “Church Road” based on a request by Summit Church; and

WHEREAS, City staff after consultation with Ashland County staff want to ensure that a street renaming does not result in a street name similar to existing street names to avoid problems for EMS, law enforcement, and the Fire Department; and

WHEREAS, on September 29th, 2026, the City Council of the City of Ashland held a public hearing for and recommended approval to rename Salem Drive to “Church Road” with the following conditions:

- Summit Church shall install a street sign to be approved by the Department of Public Works prior to installation
- Summit Church shall work with Planning and Development Department staff on the assignment of a revised address for the church property. The church shall be responsible for communicating with the US Postal Service and all other necessary third parties of the change in address.

WHEREAS, Salem Drive is a private access driveway listed on Certified Survey Map # 663 in the Ashland County Register of Deeds Office; and

WHEREAS, an affidavit of correction listing the new name “Church Road” shall be recorded with the Register of Deeds as specified under Sec. 236.295 of the Wisconsin State Statutes;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Ashland hereby approves the renaming of Salem Drive to “CHURCH ROAD” with the following conditions:

- (1) Summit Church shall install a street sign to be approved by the City of Ashland Department of Public Works prior to installation.
- (2) Summit Church shall work with the City of Ashland Planning and Development Department staff on the assignment of a revised address for the church property. The church shall be responsible for communicating with the US Postal Service and all other necessary third parties of the change in address.
- (3) Summit Church shall record an affidavit of correction for Certified Survey Map #663 listing the new name “Church Road” in the Ashland County Register of Deeds Office.

PASSED: September 29th, 2026

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Matthew Mackenzie, Mayor

APPROVED AS TO FORM:

Katie Posewitz, City Attorney

SUBJECT: Amendments to Chapter 705 (1415) Water Utility Rules, Rates, Ashland City Ordinances Regarding Private Hydrants and Mandatory Connection to the Public Water System (*Public Works*)

RECOMMENDATION: Advance to Council for formal approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Committee

EXHIBITS:

1. Proposed Amendments to Chapter 705 (1415)
2. Draft Private Hydrant Policy

COMPLIANCE WITH STRATEGIC PLAN: Infrastructure

SUMMARY STATEMENT:

At their May 14, 2026 and July 9, 2026 meetings, the Public Works Committee discussed and recommended changes to City Ordinance 705 Water Utility Rules, Rates, and Regulations.

Generally speaking, Ordinance 705 establishes rules and regulations at the local level for management of the City's drinking water system. The proposed changes consist of increasing penalties for lack of compliance with mandatory connection requirements, and requirements for maintenance of private fire hydrants.

For mandatory connection, the monetary fee would increase annually for a period of three years as the violation continues, providing a greater incentive for connection to the public water system.

For private hydrants, the Ashland Fire Department requested the changes based on experience responding to fires and discovering that privately owned hydrants were in poor condition. The proposed changes require private hydrant owners to maintain fire hydrants with a similar standard of care as the Water Utility provides for publicly owned hydrants. These requirements were based off of similar ordinances found in other communities and generally consist of maintenance of fire department access, annual hydrant flushing, and annual hydrant inspection.

Council discussed the item as Committee of the Whole during their July 28, 2026 meeting. Considering their conversation at that time, the draft ordinance is being brought back to

Committee of the Whole for further discussion. Megan Erickson, Utility Administrative Specialist, has been working with Administration on moving the proposed ordinance amendments forward.

Chapter 705 Proposed Revisions

(proposed new language is written in red type)

705.19(e) Failure to comply with the above requirements.

The City may opt to impose a penalty for the period the violation continues, after ten (10) days written notice to any owner failing to make a connection to the water system in an amount equal to the average residential user cost (per residential unit equivalent) per month plus 12% for administrative cost, for each residential unit equivalent for the period in which the failure to connect continues **for the first year. If the violation continues beyond one year, the penalty will increase to double the residential user cost plus an administrative cost of 13%. If the violation continues beyond two years, the penalty will increase to triple the residential user cost plus an administrative cost of 14%. If the violation continues beyond three years, the penalty will remain at triple the residential user cost and the percentage penalty for administration cost will increase to 15%. Upon failure to make such payment said charge shall be assessed as a special tax lien against the property, all pursuant to Section 281.45 Wisconsin Statutes.**

705.21 Private Fire Hydrants. This section applies to fire hydrants located on private property.

- (a) All hydrants located on private property shall have an eight-inch lateral unless calculations provided by a fire protection engineer and approved by the fire department establishes an alternative appropriate size
- (b) Fire department access shall be maintained to the fire department connection at all times.
- (c) All hydrants located on private property shall have unobstructed access at all times. No structure, culvert, vegetation or landscape elements shall be installed within three feet of the hydrant in a manner which impedes fire department access.
- (d) Hydrants located on private property shall be maintained to comply with fire protection regulations of the National Fire Protection Association (NFPA), State of Wisconsin statutes, City of Ashland Ordinances and Wisconsin Department of Safety and Professional Services codes. Compliance is the responsibility of the private property owner and all compliance activities shall be at owner expense.
- (e) Maintenance Activities.
 - (1) Flushing. All hydrants located on private property shall be flushed, consistent with City of Ashland Utility policy, at least once every year, at owner expense.
 - (2) Inspection and Maintenance. All hydrants located on private property shall be inspected annually and maintained in proper working condition, consistent with the manufacturer's recommendations, American Water Works Association (AWWA) and National Fire Protection Association (NFPA) standards, at owner expense.

Private hydrants shall be flow tested occasionally to sufficiently demonstrate current flow rates.

(3) Leakage Detection: Hydrants located on private property shall be inspected for leaks, consistent with City of Ashland Utility policy, at least once every year, at owner expense. Water systems that are master metered at the right of way are exempt from the annual leak detection maintenance requirement.

(4) Leak Repair. Any of the following leaks of hydrants located on private property shall be repaired in the timely manner set forth below once identified, at owner expense:

(a) Significant surfacing leaks within eight (8) hours

(b) Surfacing leaks within eight (8) hours to twenty-four (24) hours

(c) Minor (barely visible) surfacing leaks within one (1) day to three (3) days

(d) Non-surfacing detectable leaks within one (1) week to two (2) weeks

(5) Additional Maintenance. All additional prudent maintenance, repair or replacement required per AWWA and NFPA standards as necessary to keep the hydrant in good operating condition shall be performed within four (4) weeks to six (6) weeks of detection, at owner expense.

(6) Services Performed by City. The cost of services performed by the City of Ashland, its employees or contractors, on hydrants located on private property, at the request of the private property owner or in the case of an emergency safety issue, shall be a special charge and the expense shall go on the tax roll of the private property as a lien against the property, pursuant to Wis. Stat. §66.0627.

(f) Record Keeping. Owners of hydrants located on private property shall provide records and documentation of inspections, maintenance and repairs as follows:

(1) Contracts, test records, reports and verification of payment documenting that the required inspection, maintenance and repair activities in this section have taken place. These records should be submitted within fifteen (15) days of the completed inspection, maintenance or repair to the City of Ashland Water Utility.

Then all subsequent sections need to be renumbered: The following are the renumbered sections:

705.22 Payment of Bills

705.23 Penalty for Improper Use

705.24 Damage Recovery

705.25 Penalties

705.26 Charges Are a Lien On Property

705.27 Adoption of Other Rules

705.25 Penalties

Any person who shall violate any of the provisions of this chapter or rules or regulations of the City of Ashland; or who shall connect a service pipe without first having obtained a permit therefore; or who shall violate any provisions of the Wisconsin Statutes, Wisconsin Administrative Code, or any other materials which are incorporated by reference, shall upon conviction thereof forfeit not less than \$10 nor more than \$200 and the costs of prosecution. This, however, shall not bar the City from enforcing the connection duties set out in Section 705.19 for mandatory hookup. **City Ordinance Chapter 136 shall apply to permit applications and permit violations under this chapter.**

Policy: Utility 102	Private Hydrant Maintenance and Inspections
Date Approved: TBD	Approving Entity:
Date Revised: TBD	Approving Entity:

102.0 Definitions

Ashland Municipal Utilities or *Utility* shall mean the utilities operated by the City of Ashland.

AFD shall refer to the City of Ashland Fire Department

Owner shall be the individual, organization, or company for whose property the private hydrant is installed

AWWA shall refer to American Water Works Association

NFPA shall refer to National Fire Protection Association

GIS shall refer to Geographic Information System

Annual Inspection Packet shall include the annual inspection form, any flushing or maintenance records for that year, Flow Test results-when applicable, and updated photograph of the front, sides and rear of the hydrant.

102.1 Intent

The intent of the Private Hydrant Maintenance and Inspections is to ensure all hydrants connected to the City supply are in working condition, free of obstructions, and are in accordance with standards required by the AFD to be able to connect to and use in the event of an emergency.

102.2 Owner Obligations

Owners of Private Fire Hydrants Must:

- a) Maintain hydrants in a manner to prevent any unintentional water loss
- b) Maintain hydrants in a manner for which the AFD can rely on the availability of the hydrant in the event of an emergency
- c) Notify the Utility immediately of any change in status
- d) Perform an annual inspection
- e) Perform repairs and regular maintenance as needed
- f) Flush the hydrant at least once per year

102.3 Utility Obligations

While the hydrants related to this Policy are privately owned, and therefore must be maintained by the owner, the Utility will:

- a) Send annual reminders for inspection due dates
- b) Coordinate inspection and flushing with the AFD
- c) Assist with Providing Owner Copies of Inspection Records
- d) Provide Service Agreements to Owners when needed
- e) Maintain records in GIS for AFD access.
- f) Update inspection form to maintain most current NFPA, AWWA and AFD requirements
- g) Bill Owner for any services rendered in relation to the Hydrant

102.4 Policy

Every May, the Utility shall send notice to all owners of private fire hydrants of the annual requirement to inspect and flushing their hydrant. The inspection and flushing may be performed by the Owner. If the Owner is unable to complete the inspection and flushing, they need to contact the Utility to have it performed by the Utility or Fire Department.

If any part of the hydrant or valve require repair or replacement or if a leak is found, the Owner will be responsible for completing any necessary repairs as outlined in 705.21(e)(4). If the Owner is unable to contract this work privately, they may contact the Utility to enter into a service agreement. This agreement is only valid for one year and will grant permission for the Utility to complete any necessary repairs at the Owner's expense.

At least every five (5) years, the Owner must have a Flow Test performed on the hydrant. The Flow Test ensures there is adequate pressure at the hydrant to remain in service. If the Flow Test results in a change of GPM, the hydrant must be repainted in accordance with NFPA guidelines, at the Owner's expense.

Once the Owner receives a passing annual inspection, the annual inspection packet shall be received by the Utility no later than August 15th. The annual inspection packet can be submitted via mail, email, or via the online submission form. Once this packet has been received, the Utility will update the GIS system to show the most current information available on the hydrant.

Should the owner fail to submit their annual inspection packet by the August 15th deadline, penalties shall be assessed as outlined in Ordinance 705.25 and 705.26. Should the Owner no longer wish to have and maintain a private fire hydrant, the Utility must be notified in writing of the owner's wish to no longer have a private hydrant. Depending on location, the Utility may assume ownership or require the abandonment of the hydrant. If abandonment is required, the Owner will be responsible for the removal of the hydrant and the capping of the water main.

APPENDIX A-ANNUAL INSPECTION NOTICE



CUSTOMER NAME
MAILING ADDRESS
CITY, STATE, ZIP

RE: ANNUAL INSPECTION AND FLUSHING FOR HYDRANT XXX

DATE

Dear CUSTOMER,

Pursuant to Ordinance 705.12, this is your annual reminder to submit your inspection report, flushing and & maintenance records and Flow Test results for your privately-owned hydrant. An inspection form is enclosed for your convenience.

Please return the completed form along with any maintenance records, photos of the hydrant, and any Flow Test results. If you have not had your hydrant flow tested within the last five (5) years, please contact the Utility to discuss completion of this.

This information can be mailed to our office or submitted electronically using our online form. However, this information must be received by our office by August 15th.

If you have any questions, please feel free to contact us at your earliest convenience.

Thank you,

Megan Erickson
Utility Administrative Specialist
715-682-7057
merickson@coawi.org

APPENDIX B-SAMPLE INSPECTION FORM



Private Fire Hydrant Inspection Form

Date:
Hydrant ID:
Hydrant Owner:
Hydrant Contact Phone:

Inspected By:
Location:

	Pass	Fail	N/A	Notes
Hydrant is of appropriate size				
Hydrant is appropriately marked				
Hydrant is free from obstructions				
Hydrant opens and closes appropriately				
Valve for Hydrant is working properly.				
Hydrant flushed appropriately				
There are no apparent leaks in the top or in the gaskets under cap				
Operating nut is not work, cracked, or has rounded corners				
Outlet threads are not damaged				
Hydrant drains properly				
Hydrant has been Flow Tested (once every 5 years minimum)				
Any maintenance records have been submitted.				
Annual Photos of the Hydrants Submitted with Inspection Report and Maintenance Records				
Hydrant Flushing Information Start Time: End Time: Estimated Gallons Used:				

Additional Comments:

Inspected By:
Inspector Signature:

Phone Number:
Date:

APPENDIX B-SAMPLE INSPECTION FORM



Annual Inspection Definitions/Guidelines

The purpose of this inspection is to ensure all hydrants within the City of Ashland are operating and being maintained correctly. All “fail” remarks must be corrected within sixty (60) days and a reinspection performed. If reinspection is not performed within sixty (60) days due to corrective actions not being completed, the Utility may bag the hydrant as inoperable and assess penalties as outlined in Ordinance 705, or complete the actions necessary and charge the Owner. The Owner will be 100% responsible for scheduling and completing Flow Tests.

- Hydrant Size Requirements:
 - Must be on 6” lead unless at dead end greater than 300 ft, then must be on 8” lead
 - Shall have 2-2.5” standard hose connections
- Hydrants Must be Painted According to the GPM Flow Rate:
 - Blue: 1500 – Greater
 - Green: 1000-1499
 - Orange: 500-999
 - Red: Under 499
- There shall be no obstructions within 36 inches around the entire circumference, and 60 inches of clear working space directly in front of the hydrant.
- To ensure hydrant opens and closes appropriately, the hydrant will be flushed until the water runs completely clear and is free of any debris.
- To ensure the valve operates correctly, the hydrant must be closed prior to turning the valve off. Once closed, open the hydrant. If no water comes out, turn the hydrant off and reopen the valve. Then reopen the hydrant to ensure water flows again.
- Any water found to be leaking from the hydrant must be reported, regardless of the amount or when the leak is occurring.
- Hydrant must be properly drained down at the end of the inspection.
- Flow Tests must be completed every 5 years. Based on the connection size:
 - 4 Inch: 390 gpm
 - 6 Inch: 880 gpm
 - 8 Inch: 1560 gpm



**PRIVATE HYDRANT, VALVE AND METER PIT MAINTENANCE
AGREEMENT**

WHEREAS, _____ (hereinafter "Owner") has constructed, owns and operates a private water main, hydrant, and valves and meter pit located generally at _____, and more particularly shown as the water main and appurtenances (such as but not limited to hydrants, valves, and meter pit) highlighted on Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the "Private Hydrants"); and

WHEREAS, Owner wishes to contract with the Ashland Water Utility (hereinafter "Utility") for certain maintenance and repair services for said Private Hydrants;

IT IS HEREBY AGREED between Owner and Utility as follows:

1. During the term of this Agreement, Utility will perform such routine operation and maintenance of the Private Hydrants and Valves as the Utility deems consistent with the routine operation and maintenance that the Utility performs on the water mains and appurtenances owned by the Utility elsewhere. **Utility shall not perform nor be responsible for any restoration to landscaped and/or paved areas damaged during the course of providing routine operation and maintenance. Routine or emergency repairs of the private water main and appurtenances and associated restoration to landscaped and/or paved areas shall be by Owner.** _____
2. Owner shall pay to Utility the full Time and Material Expenses incurred by Utility in performing the services described in paragraph one of this Agreement. Time and Material Expenses shall consist of (a) the personnel cost (wages or pro-rated salary; all benefits, including, without being limited to, vacation, holiday and overtime pay; employer's share of state and federal employment taxes) as determined from time

to time by the Utility for the effort expended by Utility personnel performing said services, and (b) the actual expenses incurred by the Utility for independent contractors, consultants, and other people or companies, performing some or all of the services described in paragraph one, and (c) usage and depreciation charges for Utility vehicles and equipment used in performing the services described in paragraph one of this Agreement as said usage charges are determined and modified from time to time by the Utility, and (d) the actual expense incurred by the Utility for the purchase or rental of parts, tools, equipment or other supplies used in performance of the services described in paragraph (1) of this Agreement.

3. Owner will pay to Utility the Time and Material Expenses within thirty (30) days after receipt of an invoice from Utility for said amount. Amounts not paid within thirty (30) days shall accrue interest at the rate of one and one half (1-1/2%) percent per month. _____
4. Upon Owner's failure to pay any bill for services hereunder (including accrued interest) for 90 days after receipt of said services, Utility may (but is not required to) discontinue providing service under this Agreement. _____
5. Upon Owner's failure to pay any bill for services hereunder (including accrued interest) for 90 days after receipt of said services, Utility will recover the monies owed pursuant to Wis. Stat. § 66.0627, as amended from time to time. Said collection may be imposed irrespective of whether Utility discontinues services pursuant to Paragraph (4). Should recovery under Wis. Stat. § 66.0627 prove infeasible; the Utility may recover the monies owed through any means allowed by law. _____
6. All legal fees and other expenses incurred by the Utility in collecting any past-due amount owed under this Agreement, by whatever method, shall also be fully reimbursed by the Owner to the Utility regardless of whether any legal action is initiated. _____
7. Owner hereby designates _____, whose daytime telephone number is _____ and whose emergency non-business hours telephone number is _____ as the person to receive all notices of routine operation and maintenance. _____

8. The Utility shall notify Owner at least 24 hours prior to arrival for routine inspection and maintenance. If it is found the Hydrant or Valve needs repairs, the Utility shall notify the Owner's designee within 48 hours with a work description and cost estimate. Owner or designee will have 72 hours to approve or deny the Utility to perform the work. If the Owner denies the Utility to perform the work, Owner must submit to the Utility within 30 days documentation of the repairs so the Utility can reinspect. If work is not completed or is not completed correctly, the Utility will perform the necessary repairs and bill Time and Material to complete the work. _____
9. The Utility shall immediately perform any emergency repairs without having to notify the Owner or seek approval prior to completing the work. _____
10. Owner shall, at all times, provide and allow the Utility, its employees, agents, contractors and consultants with reasonable access to the Private Hydrants for purposes of conducting routine operation and maintenance. _____
11. Owner and Utility agree that Private Hydrants does not include the laterals/services running from the Private Water Main to serve buildings and other applications. _____
12. Owner agrees to provide to Utility for review and approval all plans and specifications for any modifications and new connections to the water mains. Plans and specifications shall meet all requirements of the Utility. _____
13. The term of this Agreement shall be one year from the date of execution. Either Owner or Utility may terminate this agreement by providing written notice to the other at least 30 days prior to the expiration of an initial or renewal term to the following individuals:

For the Utility: Signature: Print Name: Agency:	For the Owner: Signature: Print Name: Agency:
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14. Owner shall indemnify and hold harmless the Utility, its officers, employees, agents, contractors and consultants from all loss (including expenses, damages and legal fees) arising out of or associated with the performance of the Agreement, except to the extent that said loss directly results from negligence or intentional

wrongful acts of the Utility, its officials, employees, agents, contractors and consultants in the performance of this Agreement. _____

15. Owner acknowledges that Utility will not maintain insurance covering the loss of or damage to the Private Hydrants or any consequential damages arising from said loss or damage. Owner shall maintain such levels of insurance as it deems appropriate to protect its own interests. _____

Dated this ____ day of _____, 20__.

ASHLAND WATER UTILITIES

By: _____

ATTEST:

OWNER

By: _____

ATTEST:

Ref: 2026-171

**COMMITTEE AGENDA:
4.G. (9/8/2026)**

SUBJECT: Potential Amendment to Chapter 925, Cigarette, Tobacco, and Vaping Products to Limit the Number of Issued Licenses (*City Clerk*)

RECOMMENDATION: Advance to Council for formal approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Mayor

EXHIBITS:

COMPLIANCE WITH STRATEGIC PLAN: Safe, Healthy and Secure Community

SUMMARY STATEMENT:

The City Clerk is proposing to set a municipal limit on the number of licenses issued by the Clerk's office to vendors and establishments for the sale of cigarettes, tobacco and vaping products. There is currently no limit on how many licenses are allowed, and the Wisconsin State Statute does not restrict a municipality from setting this limit.

The City currently has 13 establishments that sell such products.