

PUBLIC SAFETY COMMITTEE Agenda
Thursday, September 21, 2023–6:00 PM
Government Center Room 204



Virtual Link
[Click here to join the meeting](#)
Meeting ID: 277 790 552 908 / Passcode: ByrycQ
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COMMITTEE MEMBERS: Nick Ledin, Chair; Tylor Elm, Vice-Chair, Mark Johnson, Mike Herrick

- 1 ROLL CALL**
- 2 APPROVAL OF MINUTES**
 - 2.1 Public Safety Committee (Meeting held August 17, 2023)
- 3 RECURRING BUSINESS**
 - 3.1 Police and Fire Department Updates
- 4 NEW BUSINESS**
 - 4.1 Open Meeting Law Review with City Attorney Frog Prell
 - 4.2 Receive and File – MOU between Superior Fire Department and Cenovus
- 5 ADJOURNMENT**

Notice is hereby given that a majority of the members of the Common Council may be present at the meeting, and although this may constitute a quorum of the Common Council, the Council will not take any action at this meeting.

Pursuant to the Americans with Disabilities Act of 1990, if you are in need of an accommodation to participate in the public meeting process, please call (715) 395-7200 by 4:30 p.m. on the day prior to the scheduled meeting date (OR dial 711 for Telecommunications Relay Service). The City will attempt to accommodate any request depending on the amount of notice received.

In compliance with Wisconsin Open Meetings Law, this agenda was posted on 09/18/23 at the following locations: Superior Government Center, Douglas County Courthouse, and online at <https://www.ci.superior.wi.us/agendacenter>. It was also emailed to the Superior Telegram and the Superior Public Library.

PUBLIC SAFETY COMMITTEE Minutes

Thursday, August 17th, 2023



The meeting was called to order by Councilor Ledin at 6:00 pm on August 17, 2023, in Government Center Room 204.

Committee Members: Nick Ledin -Chair, Tylor Elm- Vice Chair, Mark Johnson, Mike Herrick

1. ROLL CALL

PRESENT: Nick Ledin-Chair, Tylor Elm-Vice Chair, Mark Johnson, Mike Herrick

VIRTUAL: Chief Alexander, Maria Lockwood (Telegram)

CITY STAFF PRESENT: Lieutenant Thor Trone, Nikki Holmberg

OTHERS PRESENT: John Ramos

2. APPROVAL OF MINUTES

2.1. Public Safety Committee (Meeting held July 20th, 2023)

MOTION by Mark Johnson, second by Tylor Elm, and carried to approve the minutes from the July 20, 2023 meeting.

3. RECURRING

3.1. Police and Fire Department Updates

Chief Alexander briefly discussed the Operation K9 event held on 08/10/2023 in Superior. Superior Police Department is exploring the possibility of adding an additional K9. The Pathways to Hope Program has been a model for agencies throughout the state of WI; the department received funding to advertise the program.

Chief Vollbrecht states Rosenbauer demonstrated an electric firetruck recently to the department. Superior Fire Department is also going to look at an electric firetruck from Pierce Manufacturing and E-One. The build time is around 2-4 years currently. The Battalion Chief rig has been replaced as the new F-150 Lightning arrived this week. Solar panels will be installed in mid-September. Chief Vollbrecht briefly discussed some upcoming trainings the department will be participating in.

4. OLD BUSINESS

4.1. Engine Braking on HWY 2/53

Lieutenant Trone states the Police Department created an informational brochure on engine braking and trucks using the left lane within the city. This brochure may be distributed to the scale, as well as truckers who are stopped within the city.

Informational brochure handed out to those present today - see pages 3-4.

NO ACTION

4.2. Permanent installation of a speed sign on East 2nd St in Itasca

At the July 20, 2023 Public Safety meeting, a permanent speed sign was approved by the Public Safety Committee, but the location was not specific. Committee members would also like to discuss other locations within the city that could benefit from a speed sign; will add this as a future agenda item.

MOTION by Mark Johnson, second by Tylor Elm, and carried to approve a permanent speed sign on East 2nd St in Itasca, refer to Public Works.

4.3. Fireworks Enforcement

Lieutenant Trone states the Police Department will have social media posts regarding fireworks use within the city as Labor Day approaches. The current fine for illegal use of fireworks in the city is \$212.50.

MOTION by Mark Johnson, second by Tylor Elm, to hold Fireworks Enforcement in committee indefinitely.

5. NEW BUSINESS

5.1. Update on Special Traffic Day

Superior Police Department participated in Speed Awareness Day on July 26, 2023. Two WI State Patrol units were also on patrol on East 2nd St. on Speed Awareness Day. Superior Police Department had several traffic stops and issued multiple tickets that day.

6. ADJOURNMENT at 6:46 by Councilor Ledin.

Submitted by Nikki Holmberg

MEMORANDUM OF UNDERSTANDING

SUPERIOR REFINING COMPANY LLC

and

CITY OF SUPERIOR FIRE DEPARTMENT

1) Description of Partners

Superior Refining Company LLC owns and operates the oil refinery located at 2407 Stinson Ave., Superior WI 54880 (the “Superior Refinery” or the “Refinery”). The Superior Refinery is designed to produce a full slate of petroleum products, including asphalt, gasoline, and diesel. Operations at the Refinery have been suspended as the facility undergoes a rebuild following a fire at the site in 2018. Operations are expected to resume in 2023.

City of Superior Fire Department (SFD) operates around the clock to provide fire and emergency services to a 55 square mile district which includes the City of Superior and the Village of Superior. SFD’s core services are Fire, Emergency Medical, Rescue, and Hazardous Materials response for the 9-county northwest area of Wisconsin. SFD also conducts approximately 2,000 fire inspections annually and is charged as the Authority Having Jurisdiction within the fire district for emergency response and code enforcement. Other services include training in fire education, fire extinguishers, CPR, First Aid, Automatic External Defibrillator, and car seat installation.

2) History

In 2018, SFD provided significant support to Superior Refinery in managing a large asphalt fire where both parties coordinated the firefighting activities which resulted in the extinguishment of the fire. The collaboration resulted in recognition and has set the framework for ongoing engagement on coordinating emergency response activities between the two parties. From 2021 to present, SFD and Superior Refinery have collaborated on emergency response planning and preparedness, including industrial firefighting and response training, as well as support with emergency response exercises and community preparedness.

3) Objective

It is the objective of this Memorandum Of Understanding (“MOU”) that the parties have come together, in a collaborative partnership, in the interest of improving communication, and emergency response within the Superior Refinery facility.

The Superior Refinery and SFD have expressed a desire to develop a coordinated framework by which to work together to enhance fire protection and emergency response. It is the desire of both parties to enter into this Memorandum of Understanding to establish a foundation for mutual support and set forth the conditions by which industrial emergency response services are to be provided by the collaborative partnership.

4) Roles and Responsibilities

- a) It is recognized that the Superior Refinery presents unique challenges that require specialized equipment and training to manage emergency response effectively. Superior Refinery recognizes that it is their responsibility to ensure that steps are taken to manage that risk in the interest of employee and community safety, environmental stewardship, and the protection of their assets.
- b) It is recognized that SFD is the authority having jurisdiction over emergency response within their established fire district in accordance with Douglas County Emergency Management plans and procedures. It is also recognized that current SFD capabilities are designed to mitigate structural fires as opposed to large industrial petroleum fires. Nonetheless, SFD serves as a resource that can offer assistance to Superior Refinery in managing their unique risks associated with petroleum refining, including fires, spills, and/or other industrial emergencies.
- c) It is the intention of SFD to enter into this MOU with Superior Refinery to complement its ability to respond to any and all industrial emergencies under their jurisdiction and to coordinate emergency response activities with Superior Refinery.
- d) It is the intention of Superior Refinery to enter into this MOU with SFD to support all the necessary training and equipment associated with the future development and enhancement of SFDs industrial response capabilities to augment Superior Refinery's emergency response within their facility.
- e) Superior Refinery and SFD will conduct emergency response in accordance with their roles and responsibilities as outlined in their respective plans and standard operating procedures.
- f) It is the parties mutual understanding that at the time of an incident involving the release of a flammable or toxic substance at the Superior Refinery facility, Superior Refinery will provide the necessary information requested by the SFD to assist with their emergency response.
- g) SFD will coordinate with other governmental and/or other emergency response agencies to implement the necessary emergency response strategies in response to a release of a flammable or toxic substance at the Superior Refinery facility, including but not limited to, community notification and evacuation.

5) Training

- a) All fire response activities at the Superior Refinery shall be supported by an industrial fire training program that meets or exceeds the minimum requirements of 29 CFR 1910.156, NFPA 600, and NFPA 1081.
- b) The Superior Refinery and SFD will coordinate the planning and implementation of all

training activities that are within the scope of their operational objectives.

- c) SFD and Superior Refinery will strive to jointly participate in emergency response drills and exercises.
- d) Superior Refinery will be responsible for supporting costs and expenses associated with this MOU, pursuant to the terms of relevant contractual agreements between the parties.

6) Equipment

- a) The Superior Refinery and SFD will develop (and update on a regular basis) an agreed-upon inventory of specialized equipment to be available and used exclusively for emergency response at the Superior Refinery. The Superior Refinery may purchase or contribute funds towards other equipment for the SFD to be owned and maintained by the SFD and stored at SFD's facility, which are outside the scope of this MOU.
- b) Superior Refinery will purchase, maintain, store, possess and be responsible for all costs associated with the specialized equipment.
- c) The Superior Refinery will be responsible for the maintenance and upkeep of all such specialized equipment to be utilized exclusively for emergency response at the Superior Refinery, including testing, repair, inventory, and maintenance of records in compliance to applicable standards. The Superior Refinery shall comply with all applicable reporting requirements.
- d) In the interest of safety and security, the Superior Refinery will allow SFD the use of additional equipment stored and maintained at the Superior Refinery for emergency response at the Superior Refinery. Access to such additional equipment and specialized equipment by SFD for response at Superior Refinery shall be limited to SFD authorized and trained personnel only. Expenses incurred for training shall be the responsibility of the Superior Refinery.

7) Commitment to Partnership

- a) The collaboration service area between Superior Refinery and SFD is all Superior Refinery property. Any use of the specialized equipment by SFD that is owned and stored at Superior Refinery property outside the collaborative service area must be authorized by Superior Refinery. The conditions for such use are outside the scope of this MOU.
- b) SFD and Superior Refinery agree to work closely together to meet the stated goals and objectives.
- c) Superior Refinery agrees to support expenses as listed above.
- d) We, the undersigned have read and agree to this MOU.

8) Term

This MOU will remain valid until written notice of its termination is provided by either party to the other party.

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SIGNATURE PAGE FOLLOWS

THE UNDERSIGNED PARTIES REPRESENT THAT THEY HAVE TAKEN ALL REQUISITE ACTIONS TO ENTER INTO THIS MOU AND HAVE BEEN DULY AUTHORIZED TO DO SO.

SUPERIOR REFINING COMPANY LLC

Signature: *Matt*

Signature: _____

Title: *GM Refining*

Title: _____

Date: *8-23-23*

Date: _____

CITY OF SUPERIOR FIRE DEPARTMENT

Signature: *[Signature]*

Title: *Fire Chief*

Date: *8/23/2023*

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____