



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:

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

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

Tuesday, March 11, 2025 Ashland Committee of the Whole Meeting Agenda

1. **ROLL CALL**
2. **APPROVAL OF THE AGENDA**
3. **COUNCIL PRESIDENT'S REPORT**
4. **ADMINISTRATOR'S REPORT**
5. **COMMITTEE UPDATES**
6. **ITEMS FOR DISCUSSION AND POSSIBLE ACTION**
 - A. **Proposed Revisions to Municipal Code Section 840 Regulating Short-Term Rentals**
(Planning)
 - B. **Memorandum of Understanding (MOU) with the US Forest Service to Participate with the Northwoods Cooperative Weed Management area (NCWMA)** *(Parks)*
 - C. **State Municipal Agreement (SMA) for the US 2 East Reconstruction Project** *(Public Works)*
 - D. **2025 Sanitary Sewer Lift Stations Project Upgrades** *(Public Works)*
7. **ITEMS FOR FUTURE DISCUSSION**
8. **ADJOURNMENT**

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SUBJECT: Proposed Revisions to Municipal Code Section 840 Regulating Short-Term Rentals (*Planning*)

RECOMMENDATION: Advance to Council for formal approval

DEPARTMENT OF ORIGIN: Planning and Development

CLEARANCES: Planning and Development Director
Ashland County Health Department

EXHIBITS: 1. Short-Term Rental Ordinance Amendments -
Shown with Comments

COMPLIANCE WITH STRATEGIC PLAN: A short-term rental ordinance is not directly mentioned in the City's 2022-2026 Strategic Plan or 2017 Authentic Ashland Comprehensive Plan. However, the goals of the proposed short-term rental ordinance are consistent with the goals of the City's Strategic and Comprehensive Plans. This includes ensuring that short-term rentals are licensed and that potential negative impacts on neighborhoods are minimized. Many goals listed in the Strategic and Comprehensive Plans are aimed at fostering strong neighborhoods. The intent of the draft short-term rental ordinance is to allow short-term rentals to operate while protecting the health, safety, welfare, and morals of the community.

SUMMARY STATEMENT:

The Wisconsin Statutes define a short-term rental as a residential dwelling that is offered for rent for a fee and for fewer than 30 consecutive days. Over the past several years many Wisconsin communities have implemented short-term rental ordinances which require licensing of short-term rental properties according to a set of standards defined in the short-term rental ordinances. The intent of these ordinances is to allow for property owners to rent out their properties as short-term rentals while ensuring that life-safety measures required by building, fire, and health codes are in place. Additionally the ordinances seek to minimize potential detrimental impacts on the neighborhoods by requiring parking accommodations, determining the responsibilities of owners, operators, and property managers, and establishing the maximum number of transient guests that can stay at a given property.

Planning & Development staff worked with the Fire Department and City Attorney's office on a draft short-term rental ordinance for the City of Ashland. The COW reviewed and approved the ordinance at the December 10th, 2024 COW meeting and the Council reviewed and approved the ordinance at the January 14th, 2025 Council meeting. This ordinance regulates all properties whose owners operate or seek to operate them as short-term rentals as defined by state statutes. The ordinance requires a license to operate a property as a short-term rental within the City. The ordinance includes the following sections:

1. Purpose
2. Definitions
3. License Required
4. Performance Standards for Short-Term Rentals
5. License application and Procedure
6. Application fee
7. Sales taxes and room tax
8. Appeal of licensing decisions; license revocation; appeal procedure; judicial review
9. Violations and penalties
10. Separability and Conflict

Property owners would submit an application to the City's Planning and Development Department along with a fee and additional application materials. The application materials required include a Tourist Rooming House License from Ashland County. Owners of Short Term Rentals in the City require a Tourist Rooming House License from the County and Short Term Rental License from the City in order to operate legally.

After the current Short Term Rental ordinance was approved, the Ashland County Health Department reached out to Planning and Development staff on a few items in the current Short Term Rental Ordinance. Liz Kulbacki and Pam Feustal of the Health Department met with planning staff and identified a few areas of the ordinance that are inconsistent with the Tourist Rooming House regulations the Health Department enforces. These include the following:

- The calendar year (January 1st through December 31st) licensing period is different than the Tourist Rooming House licensing period that the Health Department uses which is July 1st through June 30th. After discussion planning staff recommends changing the licensing period to July 1st – June 30th.
- The Short-Term Rental Ordinance currently requires space per transient guest on a square footage rather than a cubic footage basis. Section 1.2 Definitions – Guest Bedroom: states that a bedroom shall contain at least 80 square feet of floor space for one occupant and shall contain at least 120 square feet of floor space for two occupants. Section 1.4(C)(1)(6) requires not less than 150 square feet of floor space for the first occupant (of a sleeping room) and at least an additional 100 square feet of floor space for every additional occupant. There is a lack of consistency between these two ordinance sections and between the City's ordinance and the Wisconsin Administrative Code

(ATCP 72.14(2)(b)) which regulates the size of sleeping rooms. The state code regulates sleeping rooms based on cubic rather than square footage. The state code requires sleeping rooms to allow at least 400 cubic feet of air space per occupant over 12 years of age and 200 cubic feet of air space per occupant 12 years of age or younger. Staff recommends changing the sleeping space requirement to the requirement for Tourist Rooming Houses set by the state code.

- The regulations enforced by the Ashland County Health Department do not prohibit the use of grills or other cooking or heating devices on decks as long as these devices are not within 10 feet of any structure or overhang. Currently the City's ordinance prohibits the use of such devices on decks in all cases. In discussing with the Fire Department staff recommends changing the ordinance to allow the use of these devices on a deck as long as they are at least 10 feet away from any structure or overhang and are on a noncombustible surface.
- The Tourist Rooming House regulations require that each Tourist Rooming House has a guest disclosure posting in a visible location. The City ordinance requires this within two feet of the main entrance. Staff recommends revising this to require the guest disclosure posting in a visible location which would allow flexibility for owners in placing the disclosure.
- The Tourist Rooming House license requires that the owner/resident agent keep a guest register that includes the names and contact information of all guests that rented the tourist rooming house and maintain this information for at least a year. Currently the City ordinance does not include this requirement. Staff recommends requiring a guest register consistent with the Tourist Rooming House requirement.

When discussing the current Tourist Rooming House regulations and City's Short Term Rental ordinance Planning and Health Department staff determined that there is currently the potential for confusion among applicants. The different licensing periods would require applicants to apply for the Tourist Rooming House and Short Term Rental licenses at different times of the year. The different regulations for sleeping area, use of grills and other heating and cooking devices, guest disclosure posting, and guest registers could also result in confusion. Staff recommends making a few changes to the original ordinance and these are included in the marked up ordinance draft. This would streamline the approval process for owners while ensuring increased consistency between regulations where possible. Staff is requesting COW review and approval of the draft short-term rental ordinance and referral to the Common Council for approval. City Planning and Fire Department staff along with Ashland County Health Department staff would coordinate inspections and enforcement of the regulations.

Chapter ----. Short-Term Home Rentals

§ 1-1. Purpose.

A. The purpose of this section is to allow the operation of short-term rentals within the city while mitigating impacts upon surrounding neighborhoods. The City seeks to ensure that the quality of short-term rentals operating within the City is adequate for protecting the general public health, safety, and welfare, including establishing minimum standards of space for human occupancy and for an adequate level of maintenance; determining the responsibilities of owners, operators, and property managers offering these properties for tourists or transient occupants, to protect the character and stability of all areas, especially residential areas, within the City of Ashland; to provide minimum standards necessary for the health and safety of persons occupying or using buildings, structures, or premises; and provisions for the administration and enforcement thereof.

B. These provisions establish the framework for City review of applications for short-term home rental operations, and the standards which apply to the operation of these businesses.

§ 1-2. Definitions.

For the purpose of administering and enforcing this Section, the terms or words used herein shall be interpreted as follows:

- (a) Words used in the present tense include the future.
- (b) Words in the singular number include the plural number.
- (c) Words in the plural number include the singular number.

As used in this chapter, the following terms shall have the meanings indicated unless specifically modified:

CORPORATE ENTITY

A corporation, partnership, limited liability company, or sole proprietorship licensed to conduct business in this state.

DWELLING UNIT

One (1) or more rooms with provisions for living, cooking, sanitary, and sleeping facilities and a bathroom arranged for exclusive use by one (1) person or one (1) family. Dwelling Units include residential, tourist rooming house, seasonal employee housing and dormitory units.

GUEST BEDROOM

A room occupied exclusively for sleeping purposes by a transient guest. A bedroom shall contain at least ~~80 square feet of floor~~ **four hundred (400) cubic feet of air** space for ~~one every~~ occupant ~~over 12 years of age and not less than two hundred (200) cubic feet of space per occupant 12 years of age or younger~~ and shall contain at least 120 square feet of floor space for two occupants. ~~A bedroom shall contain a maximum of two occupants, regardless of size.~~ Bedrooms shall have a minimum of seven feet of ceiling height ~~over 50% of the floor area of the bedroom~~. There shall be a minimum of two code-compliant means of egress; one shall be a window, as long as the window meets the Wisconsin Uniform Dwelling Code¹¹ requirements for egress, natural light, and ventilation. A bedroom shall not be located in an RV, camper, tent or similar temporary lodging arrangements.

LICENSE

The Short-Term Rental License issued under section 840.05.

OWNER

The owner of a short-term rental.

PARKING MITIGATION PLAN

A plan that is comprised of existing parking conditions and proposed parking conditions within 300 feet of a proposed short-term home rental.

PERSON

Shall include a corporation, firm, partnership, association, organization, and any other group acting as a unit as well as individuals, including a personal representative, receiver, or other representative appointed according to law. Whenever the word person is used in any section of this Article prescribing a penalty or fine, as to partnerships or associations, the word shall include the partners or members thereof, and as to corporations, shall include the officers, agents, or members thereof who are responsible for any violation of such section.

DEPARTMENT OF PLANNING AND DEVELOPMENT

The City Department of Planning and Development of the City of Ashland or designee.

PRIMARY RESIDENCE

The dwelling unit within which a person lives for six months plus a day during a calendar year. A person shall only have one primary residence.

PRIMARY RESIDENT

A person living on a property where the property is the person's primary residence.

PROPERTY MANAGER

The person identified as being the person responsible for the short-term home rental, to respond to complaints, or be available to address the needs of transient guests in the absence of the property owner.

RESIDENT AGENT

Any person appointed by the owner of a short-term rental to act as agent on behalf of the owner.

SHORT-TERM RENTAL

A residential dwelling unit that is offered for rent for a fee and for fewer than 3029 consecutive days as defined in Wisconsin Stats. § 66.0615(1)(dk). This includes short-term home rental of any accessory dwelling units as defined in City of Ashland Unified Development Ordinance Code § **Part 12**, the second unit of an owner-occupied duplex, mother-in-law apartments, and bed-and-breakfast establishments.

Commented [KP1]: The definition in Wis Stat 66.0615(1)(dk) is "offered for rent for a fee and for fewer than 30 consecutive days"

STATE

The State of Wisconsin Department of Health, or its designee.

TRANSIENT GUEST

A person who travels to a location away from his or her permanent address for a short period of time for vacation, pleasure, recreation, culture, business, or employment and rents a short-term home rental.

§ 1-3. License required.

A. No person may maintain, manage, or operate a short-term rental more than 10 nights each year without a short-term rental license granted by the City. Every short-term rental shall be operated by a Property Owner, Property Manager, or a Resident Agent.

B. Each short-term rental is required to have the following licenses and permits:

- (a) An Ashland County Tourist Rooming House License or Ashland County Bed and Breakfast License;
- (b) A Seller's Permit, if required by the Wisconsin Department of Revenue;
- (c) An Accommodations/Room Tax Permit; and
- (d) A permit or license issued pursuant to the provisions of this Section.

§ 1-4. Performance Standards for Short Term Rentals.

C. Each short-term rental shall comply with this Section's requirements or any other applicable City ordinance. Each short-term rental shall comply with the following minimum requirements. The property owner must certify on the application form that all applicable items found in this chapter are satisfied, including:

- (a) The total number of days within any consecutive 365-day period that the dwelling may be rented shall not exceed 180 days.
- (b) No vehicular traffic shall be generated that is greater than normally expected in the residential neighborhood.
- (c) There shall not be excessive noise, fumes, glare, vibrations generated during the use.
- (d) Name plates or other signage shall not exceed Unified Development Ordinance/zoning code allowances for Building Management Identification Sign. No other signage advertising the short-term rental is permitted on site. Off-site advertising in media channels relating to the availability of the rental may take place only after all City, County, and State permits and licenses have been obtained.
- (e) The number of occupants in any unit shall not exceed the limits set forth in the State of Wisconsin Uniform Dwelling Code and other applicable County and City housing regulations based upon the number of bedrooms in each unit. The maximum number of transient guests shall be limited to two (2) transient guests per legal guest bedroom, plus one (1) additional transient guest. Maximum occupancy load shall not be exceeded at any time the home is used as a short-term home rental.
- (f) Proximity of assistance to short-term home rentals. The property owner or property manager must be within 30 miles of the short-term home rental property at any time the property is being used by transient guests.
- (g) Contact information. The Planning and Development Department must be notified within 10 days of a change in property owner's or property manager's contact information. **The property owner and/or property manager must provide the property owner's or the property manager's (as**

applicable) contact information, including name, address and phone number, to all property owners within 300 feet of the property boundary. The property owner and property manager must notify neighboring properties within 10 days of a change in contact information.

(h) Parking. In residential zoning districts, all guest parking must be accommodated on concrete or asphalt surface on the short-term home rental property. No on-street parking is allowed for transient guests. At a minimum, parking shall be provided at the following rate:

(1) Number of spaces.

(a) One to two guest bedroom unit: one space.

(b) Three plus guest bedroom unit: number of parking spaces equal to the number of guest bedrooms.

(2) In (Commercial) Zoning Districts, transient guest parking must either be accommodated on the property of the short-term home rental dwelling unit or a parking mitigation plan must be approved by City staff. Owners of short-term rental properties in the City Center District that do not abut USH 2 shall demonstrate that adequate onsite or off-site parking exists within two hundred (200) feet of the subject property.

(i) Exterior appearance and signage. There shall be no change in the exterior appearance of the home or premises, or other visible evidence of the conduct of a short-term home rental, except:

(1) Additional on-site City-code-compliant parking may be added upon obtaining proper approvals and permits to accommodate transient guests.

(2) One sign, up to one and one-half square feet in area, meeting the standards of the Building Management Identification Sign type, posted on the building identifying the short-term home rental.

(j) Refuse. All waste shall be kept in approved watertight receptacles or containers with closed tops and shall be stored out of view as much as possible.

(k) Noise. There shall be no amplified outdoor sound after 10:00 pm or before 8:00 am.

(l) Health and safety. Short-term home rentals shall be equipped with the following:

(1) Functional UL-certified smoke detector and carbon monoxide detectors in accordance with the requirements of Chapter SPS 362 of the Wisconsin Administrative Code on each floor level and sleeping area.

(2) Fire extinguishers shall be placed in the kitchen area, furnace area, and hallways adjoining bedrooms.

(3) Inside each bedroom door shall exhibit an evacuation plan, with a diagram of escape routes and emergency telephone numbers.

(4) A safe, unobstructed means of egress leading to safe, open space at ground level.

(5) Not less than one (1) bathroom for every six (6) occupants.

(6) Not less than ~~one hundred fiftyfour hundred~~ (400150) square cubic feet of air floor-space per sleeping room for the first occupant thereof and at least an additional one hundred (100) square feet of floor-space for every additional occupant thereof every occupant over 12 years of age and not less than two hundred (200) cubic feet of space per sleeping room per occupant 12 years of age or younger; the floor space shall be calculated on the basis of total habitable sleeping room

area. Floor space is determined using interior measurements of each sleeping room. Floor space does not include kitchens, bathrooms, closets, garages, or rooms not meeting Uniform Dwelling Code requirements for occupancy. The maximum occupancy for any premises without a separate enclosed bedroom/sleeping room is two (2) people. Every sleeping room shall have a minimum ceiling height of 7 feet (2.13 m). Properties with under four hundred (400) cubic feet of space shall not be licensed;

(m) Properties operating as short-term rentals shall not have an accessible wood burning fireplace unless the property owner provides a certificate from a certified HVAC/Fireplace Installer or technician, dated not more than thirty (30) days prior to submission, certifying that the fireplace and chimney have been inspected and are in compliance with National Fire Prevention Association Fire Code Chapter 211 Standard for Chimneys, Fireplaces, Vents, and Solid Fuel-Burning Appliances.

(n) Properties operating as short-term rentals shall not have a hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose on any balcony, combustible surfacedeck, or under any overhanging structure or within ten (10) feet of any structure. The listed devices may be used on a deck as long as they are ten (10) feet away from any structure or overhang and are on a non-combustible surface.;

(o) No recreational vehicles (RVs), camper, tent, or other temporary lodging arrangement shall be permitted on site as a means of providing additional accommodations for paying guests or other invitees.

(p) Guest disclosure posting. Each short-term home rental shall have posted inside within two feet of the main entrance in a visible location, in writing, the following rules and regulations and must submit a copy of the disclosure to the City with the license application and renewal applications.

(1) The name, phone number and address of the property owner or property manager.

(2) The maximum number of transient guests allowed at the property.

(3) The maximum number of vehicles allowed at the property and where they are to be parked.

(4) Property rules related to use of outdoor recreation areas, such as decks, patios, grills, recreational fires, pools and other recreational facilities.

(5) City nuisance ordinances will be enforced by the Ashland Police Department, including reduced noise levels between 10:00 p.m. and 8:00 a.m.

(q) Any outdoor event held at the short-term rental shall last no longer than one day occurring between the hours of 8:00 am and 10:00 pm. Any activities shall be in compliance with other noise regulations of the City.

(r) All rentals of the short-term rental shall be subject to payment of the City of Ashland room tax at the current applicable rate. License/Permit holders are responsible for complying with the City's Room Tax and License/Permit Regulations.

(s) Compliance with all state, county, and local regulations is required.

(t) A short-term rental license will not be issued until the following contingencies have been met:

(1) County health department inspection completed and license issued;

(u) Short-term rental licenses are issued for a one-year period and must be renewed annually subject to City approval or denial.

(v) Inspections. Prior to operating, all short-term home rentals shall require an initial self-inspection to be completed by the property owner or resident agent on a form prescribed by the Ashland Fire Department. The property owner or resident agent shall submit the completed self-certification form to the Ashland Fire Department. The Ashland Fire Department shall conduct an initial inspection after receipt of the completed self-certification form. The owner shall submit both the self-certification form and Ashland Fire Department inspection findings to the Planning and Development Department as part of the application process and subsequent license renewal processes. If the Ashland Fire Department finds a violation or violations that the owner or agent cannot correct immediately, the Ashland Fire Department shall issue a failing inspection finding. If a property fails the required inspection, the owner shall correct any violations and schedule a new inspection at a later date. No property shall operate as a short-term rental if it has not received the proper approvals and passed the required inspections. The Fire Department may charge for follow-up inspections as determined in the City's Comprehensive Fee Schedule. If the Ashland Fire Department's findings are consistent with the owner or resident agent's self-inspection, the owner or resident agent shall conduct a self-inspection for the second year of licensure and submit a completed self-inspection form to the Planning and Development Department as part of the application renewal materials in the second year. For properties where the Ashland Fire Department's inspection findings are consistent with the self-inspection results the owner or resident agent may self-inspect on even numbered years (years 2, 4, 6, and so on) where the owner or resident agent has legally operated the short-term rental under his/her name. A completed self-inspection form shall be required as part of the applicant's renewal materials for an annual short-term rental renewal. On odd-numbered years (years 1, 3, 5, and so on) the process shall require a completed self-inspection form followed by an inspection by the Ashland Fire Department and submission of the completed self-inspection form and Fire Department findings. If at any point ownership changes or the owner or resident agent's self-inspection findings are not consistent with the Ashland Fire Department's findings both a completed self-inspection and Ashland Fire Department inspection shall be required for the following year. Upon prior notice to the property owner or property manager, as applicable, City departments, including Police, Fire, and Building Inspections, have permission to inspect the premises to investigate any complaints or possible violations.

(w) Certification of compliance. As a condition of issuance of a license under this Section, the Owner/Resident Agent shall certify that property is in compliance with the terms and conditions of the license and this Section.

(x) Guest Register. The Owner/Resident Agent shall keep a guest register that includes the names and contact information including phone numbers and emails of guests that rented the short-term rental. The Owner/Resident Agent shall keep such register for at least one year and provide it to an authorized agent of the City if requested.

§ 1-5. License application and Procedure.

A. Short Term Rental License

The Planning and Development Department shall issue a short-term rental license to all applicants following the approval of an application and the filing of all documents and records required under this Section. Applications must be filed by the property owner or on the owner's behalf by the Resident Agent or property manager. Any property owner desiring to operate a short-term home rental must apply to the Planning and Development Department for a short-term home rental license. A license must be approved

prior to operating within the City. No License shall be issued unless the completed application form is accompanied by payment of the required fee as defined in the City's Comprehensive Fee Schedule. The license application must be submitted on the form prescribed by the Planning and Development Department and must include all the information requested on the application form, including:

- (a) Identify the Property Owner;
- (b) Identify the Resident Agent with contact information;
- (c) Identify the Property Manager (if applicable);
- (d) The license term;
- (e) State lodging license number, if any; and
- (f) Contact information for the City.
- (g) Proof of sufficient and suitable property insurance identifying that the property is protected and the short-term rental business has commercial liability insurance.
- (h) The license application must supply information on any web-based booking service(s) used for the license property.
- (i) A site plan, drawn to scale, showing parking and driveways, all structures and outdoor recreational areas that guests will be allowed to use, including, but not limited to, deck/patio, barbeque grill, recreational fire, smoking area, or pool.
- (j) A floor plan, drawn to scale, of the home identifying which rooms will be used as transient guest bedrooms.
- (k) The property owner shall request a time to have their property inspected before the application can be considered complete.
- (l) Ashland County License for a Tourist Rooming House License or Bed and Breakfast License issued under Wis. Stat. Sec. 254.64.
- (m) A copy of the Self-Inspection findings completed and filled out by the property owner or resident agent on a form to be prescribed by the Ashland Fire Department.
- (n) A copy of the completed Fire Department Inspection findings (when required) completed and filled out by the Ashland Fire Department.
- (o) A copy of a completed State Lodging Establishment Inspection form dated within one (1) year of the date of issuance or renewal.
- (p) A Seller's Permit, if required by the Wisconsin Department of Revenue.
- (q) Certification from the owner or licensee that the property meets the requirements of this Section.
- (r) Incomplete applications will not be accepted.

(B) The resident agent and/or property manager must be authorized to allow City employees, officers, and their designees, to enter the owner's property for the purposes of inspection and enforcement of this Article and the Municipal Code.

(C) Terms and Filing date. Each permit and license shall run during a calendar year from July 1st through June 30th. Licenses are nontransferable and shall automatically expire upon change of ownership of the property. A license constitutes a limited license granted to the applicant by the City and in no way creates

a vested zoning right or property right to operate a short-term home rental. Licenses are valid for a period of one year. A renewal license ~~must~~ may be applied for 90 days prior to expiration every calendar year. The filing fee shall be paid upon filing of the application. The Planning and Development Department may conditionally accept late applications, subject to payment of the late filing fee. Any application which does not include all of the information and documentation shall not be considered as complete.

(D) Application Review Procedure. When satisfied that the application is complete, the Planning and Development Department shall forward initial applications for permits and licenses to the appropriate City Departments for review. If the Planning and Development Department in consultation with City staff determines that the application meets the requirements of this Section, they may approve the application. If the Planning and Development Department in consultation with City staff determines that the application does not meet the requirements of this Section, they may deny the application.

(E) Resident Agent.

(1) All short-term rentals are required to appoint a Resident Agent for the receipt of service of notice in violation of this Section's provisions and for service of process pursuant to this Section. Such a designation shall be made by the owner and shall accompany each application form. Said applicant shall immediately notify the Planning and Development Department of any change in residence or information regarding the Resident Agent.

(2) To qualify as a Resident Agent the person must meet the following requirements:

(a) The applicant is authorized by the owner to accept service of process for all City communications, citations, and orders.

(b) Each Resident Agent shall be authorized by the property owner to act as the agent for the owner for the receipt of service of notice of violation of this Section's provisions and for service of process pursuant to this Section and shall be authorized by the owner to allow City employees, officers, and their designees, to enter the owner's property for purposes of inspection and enforcement of this Section and/or the City Municipal Code.

(F) Renewal.

(1) Each application for a renewal of a permit or license shall include updated information for the documentation on file with the Planning and Development Department and payment of the applicable fee. The Planning and Development Department shall verify that the information provided on the renewal application is complete and in accordance with the requirements of this Section. The Planning and Development Department shall request reports from the City of Ashland Police regarding any complaints received, calls for service or actions taken regarding the short-term rental properties. The Planning and Development Department shall issue renewal licenses within thirty (30) days of the filing of the application unless the information provided is incomplete or otherwise not in compliance with the requirements of this Section and/or the reports from the Police Department and the Zoning Administrator indicate that there are complaints or actions involving the property.

(2) The property owner or resident agent shall submit a copy of the completed self-inspection form and completed Fire Department Inspection findings when required for each renewal.

(3) If the Planning and Development Department finds that the license or permit should not be renewed, the Planning and Development Department shall deny the renewal.

(4) No permit or license shall be renewed if the applicant or property has outstanding fees, taxes, or forfeitures owed to the City, or is under an order issued by the Building Inspector, or his or her designee,

to bring the premises into compliance with City ordinances, unless arrangements for payment have been approved by the Planning and Development Department.

§ 1-6. Application fee.

The license application form must be accompanied by payment in full of the required license application fee for short-term home rental. Fees for licenses required by this Section are due and payable before issuance of a new license and renewal license annually before January 1st of each year. All fees for these services will be listed on the City's Comprehensive Fee Schedule and will be established by resolution.

§ 1-7. Sales taxes and room tax.

A. Accommodations Tax.

In addition to state sales tax, the property owner is required to pay the City accommodations tax.

- (1) The property owner is required to pay the City room tax quarterly. If no rentals are made during a quarter, a report must nonetheless be submitted to the City stating that no rentals were made or room tax collected during that quarter.
- (2) When a booking service or internet marketplace is used to coordinate rental of lodging facilities, the company providing the service shall be responsible to collect and pay the City room tax quarterly. If no rentals are made during a quarter, a report must nonetheless be submitted to the City stating that no rentals were made or room tax collected during that quarter.
- (3) Each short-term rental shall comply with the accommodations tax reporting requirements of the City Municipal Code Section 154.06
- (4) All tax returns and supporting documentation filed with the Planning and Development Department are confidential and subject to the protections provided under City Municipal Code 154.18 and Wis. Stat. Sec. 66.0615 (3) and Wis. Stat. Sec. 77.61.

B. Display of Permits.

Each license or permit including the Short-term Rental License and Accommodations Tax Permit shall be displayed on the inside of the main entrance door of each short-term rental.

§ 1-8. Appeal of licensing decisions; license revocation; appeal procedure; judicial review.

A. License Decision.

The Planning and Development Department's decision to deny an initial short-term rental license or to deny renewal of a short-term rental license shall be in writing and shall specify the reason(s) for such denial. Prior to the time for the renewal of the license, the Planning and Development Director or Designee shall notify the licensee, in writing, of the City's intention not to renew the license and notify the licensee of his or her right to an appeal hearing as provided in § [1-8B](#).

B. Appeals.

(1) The denial of any license or permit application or renewal under this Section may be appealed by filing a written appeal request with the Planning and Development Department within ten (10) business days after the date of mailing of the written notice of the of the City's decision denying such license or renewal license. The appeal shall be heard by the Zoning Board of Appeals. The Zoning Board of Appeals shall conduct a due process hearing within 30 business days of the Planning and Development Department's

receipt of the written appeal. The Planning and Development Director or Designee shall provide a minimum of 10 calendar days' notice to the appellant of the date, time, and location of the hearing. At the hearing, the appellant may produce and cross-examine witnesses, present relevant evidence, and be represented by counsel of the appellant's/licensee's choosing and at the appellant's/licensee's expense. If the Zoning Board of Appeals finds the reason(s) for the Planning and Development Director's or Designee's decision to be sufficient, the decision shall be affirmed. If the Zoning Board of Appeals finds the reason(s) for the Planning and Development Director's or Designee's decision to be insufficient, the decision shall be reversed, and the license shall be granted and issued. If the appellant does not appear at the hearing and the Zoning Board of Appeals finds the reason(s) for the Planning and Development Director's or Designee's decision to be sufficient, the decision shall be affirmed. The Zoning Board of Appeals' written decision on the appeal must specify the reason(s) for its determination. The Planning and Development Director or Designee shall give written notice of the Zoning Board of Appeals' decision to the applicant or licensee.

C. License Revocation.

A license may be revoked by the City during the term of a license year for one or more of the following reasons:

- (a) Licensee's failure to pay any and all delinquent fees, taxes, special charges, forfeitures or other debt licensee owes to the City.
- (b) Licensee's failure to comply with the City of Ashland Accommodations Tax and Permit Ordinance;
- (c) Three (3) or more calls for police service, building inspections, property maintenance, or the health department for nuisance activities or other law violations in a twelve (12) month period as defined in Secs. 201-220, 221-260, and 750;
- (d) Failure to obtain all necessary county and state permits and licenses within twelve (12) months of obtaining the City license;
- (e) Licensee's failure to maintain all required local, county, and state licensing requirements;
- (f) Failure to use the property as a short-term rental within twelve (12) months of obtaining the City license;
- (g) Any violation of local, county, or state laws or regulations which, based upon their number, frequency, and/or severity, and their relation to the short-term home rental property, its owner(s), tenant(s), occupant(s), or visitor(s), substantially harm or adversely impact the uses and nature of the surrounding neighborhood.

D. Complaint.

Any resident of or owner of property within the City may file a sworn written complaint with the Planning and Development Department or City Clerk's office alleging one or more of the reasons set forth in [§ 1-8C](#) as grounds for revocation of a short-term home rental license issued under this chapter. Upon the filing of the complaint, the Planning and Development Department shall notify the licensee of the complaint by certified mail, return receipt requested, and provide the licensee with a copy of the complaint. The notice shall direct the licensee to appear before the Zoning Board of Appeals on a day, time and place included in the notice, not less than 10 days and not more than 30 days from the date of the notice, and show cause why his or her license should not be revoked. The hearing shall be conducted as provided in [§ 1-8B](#). If a license is revoked, the Planning and Development Director or Designee shall give notice of revocation to

the licensee by certified mail, return receipt requested. No part of the fee paid for any license so revoked may be refunded.

E. Judicial Review.

The action of the Zoning Board of Appeals in granting or renewing, refusing to grant or renew, or revoking a license under this chapter may commence an action in Ashland County Circuit Court seeking the remedy available by certiorari. Such an action seeking certiorari review by the Ashland County Circuit Court shall be filed within 30 days of the date of mailing by the Planning and Development Director or Designee of the notice of the Zoning Board of Appeals' action granting or renewing, refusing to grant or renew, or revoking a license. The procedure for certiorari review shall be the same as in civil actions commenced in the circuit court pursuant to Wisconsin Statutes regarding certiorari review.

§ 1-9. Violations and penalties.

(1) Any person who shall violate any provision of this Section shall be subject, upon conviction thereof, to a forfeiture of not less than \$250 nor more than \$2,000 for each offense, together with the costs of prosecution, and in default of payment thereof, by imprisonment in the County Jail for a period not to exceed sixty (60) days. Each violation and each day a violation occurs or continues to exist shall constitute a separate offense.

(2) Penalties set forth in this section shall be in addition to all other remedies of injunction, abatement, or costs whether existing under this Section or otherwise available under this chapter or Wisconsin or federal law.

§ 1-10. Separability and Conflict.

If any section, subsection, paragraph, sub-paragraph, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

SUBJECT: Memorandum of Understanding (MOU) with the US Forest Service to Participate with the Northwoods Cooperative Weed Management area (NCWMA) (*Parks*)

RECOMMENDATION: Advance to Council for formal approval

DEPARTMENT OF ORIGIN: Parks

CLEARANCES: Parks Director

EXHIBITS: 1. Memorandum of Understanding - NCWMA

COMPLIANCE WITH STRATEGIC PLAN:

SUMMARY STATEMENT:

The Northwoods Cooperative Weed Management Area (NCWMA) is in the process of renewing our Memorandum of Understanding (MOU). The U.S. Forest Service has reviewed the previous document and made a few updates. These updates are noted below. The DNR added a clause also after everyone else had signed the document last time. That was added to the current document and is noted below. Besides those updates, the document is the same as when it was signed in 2019 except for some clerical error corrections.

Updates made by the U.S. Forest Service:

- Updated our Agency and Forest name, added updated agreement number to page 1

USDA Forest Service, Chequamegon-Nicolet National Forest (25-MU-11091300-045)

- Added provision i. Members of U.S. Congress to page 6

Members of U.S. Congress: Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

- Added provision j. Freedom of Information Act (FOIA) to page 6

Freedom of Information Act (FOIA): Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 522).

- Update by DNR page 2: For the Wisconsin Department of Natural Resources, the legal authority for entering into this agreement is Wis. Stats. ss. 23.09(2)(h), 23.22(2)(b)3. and 28.07.

Below is the list of "Interested Parties" from the last MOU. During the last update, the group had decided to have larger land managing organizations sign the document. The exception to this is the University of Wisconsin Extension. Previously I worked with the Douglas County UW Extension quite a bit, but since Jane Anklam retired, I don't have a lot of contact with the UW Extension within the region.

Ashland County Land and Water Conservation Department
Bad River Band of Lake Superior Chippewa
Bayfield County Land and Water Conservation Department
Douglas County Land and Water Conservation Department
Great Lakes Indian Fish & Wildlife Commission
Iron County Land and Water Conservation Department
National Park Service, Apostle Islands National Lakeshore (G2148060046)
National Park Service, St. Croix National Scenic Riverway (G2148060046)
Red Cliff Band of Lake Superior Chippewa
USDA Forest Service, Chequamegon-Nicolet National Forest (25-MU-11091300-045)
U.S. Fish and Wildlife Service, Whittlesey Creek NWR
University of Wisconsin Extension
Wisconsin Department of Natural Resources

MEMORANDUM OF UNDERSTANDING (#0004)

Between

Ashland County Land and Water Conservation Department
Bad River Band of Lake Superior Chippewa
Bayfield County Land and Water Conservation Department
Douglas County Land and Water Conservation Department
Great Lakes Indian Fish & Wildlife Commission
Iron County Land and Water Conservation Department
National Park Service, Apostle Islands National Lakeshore (G2148060046)
National Park Service, St. Croix National Scenic Riverway (G2148060046)
Red Cliff Band of Lake Superior Chippewa
USDA Forest Service, Chequamegon-Nicolet National Forest (25-MU-11091300-045)
U.S. Fish and Wildlife Service, Whittlesey Creek NWR
University of Wisconsin Extension
Wisconsin Department of Natural Resources

(hereinafter referred to as “Interested Parties”)

ARTICLE 1 -BACKGROUND AND OBJECTIVES

The purpose of this Memorandum of Understanding (MOU) is to encourage and formalize the cooperative relationship necessary for effective management, coordination and implementation of invasive terrestrial and aquatic species (“Weed”) programs among the above mentioned “Interested Parties.”

Various organizations or individuals may, at any time, choose to participate informally with the Northwoods Cooperative Weed Management Area (NCWMA). These cooperators or “Informal Participants” will be required to sign a signatory page stating that they will voluntarily participate under the applicable guidelines (or applicable articles) in this MOU. See Appendix A for a list of cooperators.

Definitions of terms in this agreement are as follows:

- a. “Introduction” means the intentional or unintentional escape, release, dissemination, or placement of a species into an ecosystem as a result of human activity.
- b. “Ecosystem” means the complex of a community of organisms and its environment.
- c. “Native species” means with respect to a particular ecosystem a plant species that, other than as a result of an introduction, historically occurred or currently occurs in that ecosystem.

- d. “Non-native species” means with respect to a particular ecosystem, any plant species, including its seeds, spores, or other biological material capable of propagating that species, that has been introduced to that ecosystem by means other than natural processes (e.g., human introduction, concurrent introduction with other native or non-native species).
- e. “Invasive species” means a species, typically non-native, that has a competitive advantage over native species because of:
 - i. The absence of natural diseases, insects, or other organisms that normally maintain the invasive’s population in its place of origin.
 - ii. The ability to grow and leaf-out earlier than native plants.
 - iii. The ability to reproduce both rapidly and in great numbers.
 - iv. The ability to thrive in a wide variety of habitats and soil conditions.

As a result of these competitive advantages, invasive species are able to out-compete and ultimately replace native vegetation and organisms, and they can also cause economic or environmental harm to human health.

- f. The Northwoods Cooperative Weed Management Area is geographically defined as the lands and waters within the geopolitical boundaries of Ashland, Bayfield, Douglas, and Iron counties which includes the reservations of the Bad River Band of the Lake Superior Chippewa, the Red Cliff Band of Lake Superior Chippewa, and a portion of the reservation of the Lac De Flambeau Band of Lake Superior Chippewa that is situated within Iron County.
- g. The Northwoods Cooperative Weed Management Board (NCWMB) is made up of both the Interested Parties and Informal Participants.

Invasive, non-native species are recognized as a widespread and increasing problem in northern Wisconsin, with serious and detrimental effects occurring on public and private lands and waters. Invasive, non-native species are displacing native communities throughout Ashland, Bayfield, Douglas, and Iron counties.

ARTICLE 2 - LEGISLATIVE AUTHORITY

For the National Park Service, the legal authority for entering into this agreement is the National Park Service Organic Act (16 U.S.C. §§1-3). This is a general management authority for entering into a memorandum of understanding to document mutually agreed upon policies, procedures, objectives, and/or assistance relationships that do not involve funding.

For the Bad River Band of the Lake Superior Tribe of the Chippewa Indians, the legal authority for entering into this agreement is Article VI, Section 1(a) of the Bad River Constitution.

For the Wisconsin Department of Natural Resources, the legal authority for entering into this

agreement is Wis. Stats. ss. 23.09(2)(h), 23.22(2)(b)3. and 28.07.

This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the Interested Parties will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Interested Parties and shall be independently authorized by the appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

ARTICLE 3 -STATEMENT OF WORK

It is the intent of this MOU to enhance the success of a weed management program by performing these efforts on all lands and waters, so as to limit the spread of invasive species. The intent of this MOU is also to enhance the potential for success of a weed management program in the region by encouraging sharing of resources, information, expertise, and effort on a willing and cooperative basis on both public and private lands and waters. This MOU is not intended to establish legal authorities or mandates where they do not currently exist.

The undersigned Interested Parties mutually agree to the following:

- a. Participate and/or cooperate in the implementation of the management plan which has been created for the Northwoods Cooperative Weed Management Area (NCWMA).
- b. Share information among the Interested Parties and provide assistance and expertise regarding invasive species management (e.g. control methods, introduction prevention measures, restoration tools, standardized data collection, etc.) activities on their lands and waters.
- c. Provide opportunities to outside interest groups, private landowners, and the public for involvement in carrying out weed management planning on lands and waters within the Northwoods Cooperative Weed Management Area (NCWMA).
- d. Utilize the Bayfield County Land and Water Conservation Department as the fiscal administrator for any grants or financial support received by the Northwoods Cooperative Weed Management Board. Projects conducted on reservations must enter into a separate memorandum of agreement for the fiscal administration of any grants or financial support received by the Northwoods Cooperative Weed Management Board.
- e. Review this MOU and make revisions and updates as necessary to meet the purpose of this agreement. Amendments shall become effective upon approval by all Interested Parties.

This MOU in no way restricts any of the Interested Parties from participating in similar activities with other public or private agencies, organizations, or individuals.

ARTICLE 4 - TERM OF AGREEMENT

This MOU will become effective upon signature of each of the Interested Parties and fully effective upon the last date shown. It expires five years from the effective date at which time it will be subject to review, renewal, or expiration. If the Interested Parties mutually agree to continue cooperation, a new agreement shall be executed.

ARTICLE 5 - MODIFICATION AND TERMINATION

Modifications within the scope of this MOU shall be made by the issuance of an unanimously approved modification prior to any changes being performed. Any Interested Party may withdraw from this agreement at any time before the date of expiration by providing 30 days written notice to all signatories.

ARTICLE 6 - ADDITIONAL PARTIES TO THE MOU

Additional parties may, and are encouraged to, be added to the MOU at any time. All signatories will be notified of any additional party and will be given 30 days after the notification to determine if there is a conflict of interest. If a conflict of interest is identified, the signatory may choose to withdraw from the MOU. If the signatory does not choose to withdraw, then the additional party with the conflict of interest may not be added to the MOU.

ARTICLE 7 - REPORTS AND/OR OTHER DELIVERABLES

There are no reports and/or other deliverables associated with this MOU.

ARTICLE 8 - PROPERTY UTILIZATION

There is no property utilized in association with this MOU.

ARTICLE 9 - STANDARD CLAUSES

- a. Civil Rights: During the performance of this MOU, the Interested Parties agree to abide by the terms of USDI-Civil Rights Assurance Certification, nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The parties will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- b. Nondiscrimination: The recipient/cooperator shall comply with all federal statutes relating to nondiscrimination and all applicable requirements of all other federal laws, executive orders, regulations, and policies. These include but are not limited to: (a) Title

VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient/cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients'/cooperators' programs that are produced by the recipients/cooperators for public information, public education, or public distribution:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum, in print size no smaller than the text, include the following statement: ***"This institution is an equal opportunity provider."***

- c. Indian Preference: Notwithstanding sections a & b above, tribal government parties to this MOU, including inter-tribal agencies, will apply Indian preference consistent with each agency's policies and the federal Indian Self Determination & Education Assistance Act.
- d. Promotions: None of the Interested Parties will publicize or otherwise circulate promotional material that states or implies an endorsement of a product, service, or position which the other Interested Parties represent.
- e. Publications of Results and Studies: None of the Interested Parties will unilaterally publish a joint publication without consulting the other Interested Parties. This restriction does not apply to popular publication of previously published technical matters. Publication pursuant to this MOU may be produced independently or in collaboration with others. However, in all cases, proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either Interested Party may publish data after due notice and submission of the proposed manuscripts to the other Interested Parties. In such instances, the Interested Party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
- f. Communication: Any communications affecting the operations covered by this MOU

given by the Forest Service or the NCWMA is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

1. To the Forest Service Program Manager, at the address specified in the grant/agreement.
2. To NCWMA, at the address shown in the grant/agreement or such other address designated within the grant/agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- g. Text Messaging While Driving: In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- h. Indemnification: Each party shall be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees that, with respect to the other parties, it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under this MOU, for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or by the failure to exercise proper precautions, of or by itself or its own agents or its own employees, while occupying or visiting the premises under and pursuant to this contract. Nothing in this agreement shall be interpreted to authorize or obligate any party or any employee of such party to operate outside the scope of employment of such employee, and no party shall be required to indemnify another party.
- i. Members of U.S. Congress: Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- j. Freedom of Information Act (FOIA): Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 522).
- k. This MOU is not a legally binding agreement and creates no legally binding obligations

NCWMA

for any party. However, it does express the intent of the parties regarding the work they will undertake for this collaboration and their representative roles in the collaboration.

ARTICLE 10 - KEY OFFICIALS AND SIGNATURES

A separate sheet will be included for each of the Interested Parties designating the key official to this MOU and the signature of the person authorized to enter into this agreement.

SUBJECT: State Municipal Agreement (SMA) for the US 2 East Reconstruction Project (*Public Works*)

RECOMMENDATION: Advance to Council for formal approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS: 1. WI DOT SMA - US 2 from Stuntz to 36th Ave E

COMPLIANCE WITH STRATEGIC PLAN: INFRASTRUCTURE

SUMMARY STATEMENT:

The Public Works Department has been in discussions with the Wisconsin Department of Transportation (WI DOT) on a future project to reconstruct US Highway 2 from Stuntz Avenue to 36th Avenue East. Tentatively, the project is scheduled for construction in 2031 but the WI DOT process requires that the design process be started now.

A portion of the project is "connecting highway" which the City receives state funding for maintenance. As a result, the City is responsible for a portion of the design costs, totaling \$117,600. These costs will be spread over an approximate five-year period and will be included in future Capital Improvement Plans for streets.

The City will also have the opportunity to incorporate a variety of pedestrian infrastructure (sidewalk, crossing devices) and enhancements (decorative concrete/brick, pavement markings). Staff will investigate these options with the WI DOT over the summer and present them for Council's consideration in Fall 2025. Council approval of these items will be needed to inform WI DOT of design efforts.

This project represents the City's ideal opportunity to incorporate safer crossings of the highway to reach the lakeside and shoreline along this stretch of US 2, as described in the current Strategic Plan, and work with WI DOT traffic engineers to address safety concerns with the crossing near 24th Avenue East near Walmart.

The Public Works Director requests approval to advance the required State Municipal Agreement (SMA) to the March 25, 2025 meeting for Council approval.



**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: **March 4th, 2025**
I.D.: **1180-01-04 (design)**
1180-01-74 (construction)
Road Name: **USH 2**
Limits: **Stuntz Ave to 36th Ave E**
County: **Ashland**
Roadway Length: **2.31 Miles**

The signatory, **City of Ashland**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing facility is a connecting highway within the City of Ashland. USH 2 is an oversize-overweight, high clearance, federal and state long truck route. The existing pavement has reached the end of its useful life.

Proposed Improvement - Nature of work: The proposed improvement will be a pavement replacement. Major items of work will include city utilities, storm drainage, sidewalk, curb ramp updates, and other items to be determined during the project scoping and design process.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Construction elements to potentially be undertaken by the Municipality have not yet been fully identified.

TABLE 1: SUMMARY OF COSTS

PHASE	Total Est. Project Cost	Federal / State Funds	%	Municipal Funds	%
ID 1180-01-04 Preliminary Engineering:					
Plan Development & State Review	\$ 1,960,000.00	\$ 1,842,400.00	94%	\$ 117,600.00	6% ¹
ID 1180-01-74² Construction:					
Participating Construction	\$11,000,000.00	\$11,000,000.00	100%	\$ -	0% ³
Total Est. Cost Distribution	\$12,960,000.00	\$12,842,400.00		\$ 117,600.00	

Costs are estimated in current year dollars. Inflation may occur between the time of this agreement and project letting.

1. In accordance with Department policy for Connecting Highways, the Municipality will contribute 25% of the design costs for the connecting highway section of the project. The total project length is 2.31 miles, and the connecting highway section of the project is .55 Miles. The Municipality's design cost share is based on the following calculation: $(.55\text{MI} / 2.31 \text{ MI}) \times 0.25 = 6\%$
2. Estimates include construction engineering.
3. Local cost share items for construction have not yet been fully identified. This agreement is an active agreement that may need to be amended as the project is designed.

This request is subject to the terms and conditions that follow (pages 2 – 4); is made by the undersigned under proper authority to make such request for the designated Municipality, and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. A review of the existing State Municipal Maintenance Agreement (SMMA) or creation of a new SMMA signed by the Municipality and the State shall be completed in conjunction with this agreement. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and on behalf of the City of Ashland	
Name	Title
Signature	Date
Signed for and on behalf of the State	
Name	Title
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the

time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

- (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State on behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
8. Basis for local participation:
- (a) ID 1180-01-04 Design: In accordance with Department policy for Connecting Highways, design costs are 75% funded with federal/state funds when the Municipality provides the remaining 25% for the connecting highway section of the project. The total project length is 2.31 miles, and the connecting highway section of the project is .55 Miles. Based on a total estimate of design costs of \$1,960,000, the Municipality will contribute 6% of design costs based on the following calculation: $(.55\text{MI} / 2.31\text{ MI}) \times 0.25 = 6\%$.

(b) ID 1180-01-74 Construction: There is no local cost share for general roadway construction.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

SUBJECT: 2025 Sanitary Sewer Lift Stations Project Upgrades (*Public Works*)

RECOMMENDATION: Update only - no action requested at this time

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS:

1. 2020-2024 Sewer Collection Projects
2. Sewer Main Annual Renewal Rate

COMPLIANCE WITH STRATEGIC PLAN: INFRASTRUCTURE

SUMMARY STATEMENT:

At the September 24, 2024 meeting, Council approved entering into an agreement with Short, Elliott, Hendrickson Inc (SEH) for professional design services under the 2025/2026 Sanitary Sewer Lift Stations Project.

The project consists of various upgrades to two sewer pumping stations, Turner Road and Main Lift Station.

The work at Turner Road has proceeded according to plan and staff anticipate requesting Council approval of a construction contract at the April 15, 2025 meeting. The project is being financed through a Wisconsin Department of Natural Resources (WI DNR) loan. The estimated cost has been included in the 2025 Wastewater Utility budget.

The work at the Main Lift Station has required a change in plans due to increased costs of the upgrades. New pumps initially designed would require expensive upgrades to the pump station's electrical system. As a result, staff selected a project alternative that will refurbish the existing pumps, extending their useful life by ten to fifteen years. This option will actually lower construction costs but does not offer the type of long-term solution associated with new pumps. However, staff are hopeful that continued work to reduce infiltration and inflow (I&I) in the sewer collection system will reduce flows to a level that will allow for a small pump size in the future that would not necessitate the electrical upgrades. To allow time for redesign, this portion of the project is being delayed.

This item is being presented to keep the Council informed on the project prior to the anticipated April 15, 2025 bid award.

2020 – 2024 SEWER COLLECTION PROJECTS

Blocks Replaced	33
Blocks Rehab'd	190
Total Blocks Improved	223
City Funds Spent (cash)	\$1.8 million
City Funds Spent (loan)	\$4.5 million
Grant Funds Spent	\$2.6 million
Total Funds	\$8.9 million

2020 Sewer Replacement

- 7 blocks of sewer main replacement
- \$392K City funded (cash)
- Completed Fall 2020

2020 Sewer Rehab Cure In Place Pipe (CIPP)

- 25 blocks of sewer main rehab
- \$609K City funded (cash)
- completed Spring 2020

Waterfront Access Road

- 3 blocks sewer main replacement
- \$155K City funded (cash)
- Completed Summer 2021

Alley Sanitary Sewer Replacement

- 3 blocks sewer main replacement
- \$370K City funded (cash)
- Completed Summer 2023

2021 CIPP

- 56 blocks of sewer main rehab
- \$750K DNR funding (grant), \$623K City funded (30 yr loan @ 0.97%)
- Completed Summer 2021

6th St E Reconstruction

- 6 blocks of sewer main replacements
- \$215K CDGB funding (grant), \$273K City funded (cash)
- Completed Summer 2022

2022 Sanitary Sewer Replacement

- 6 blocks of sewer main replacements
- \$338K DNR funding (grant), \$900K City funded (30 yr loan @ 0.97%)
- Completed Fall 2022

2020 – 2024 SEWER COLLECTION PROJECTS

2022 CIPP

- 66 blocks of sewer main rehab
- \$412K DNR funding (grant), \$956K City funded (30 yr loan @ 1.353%)
- Completed Fall 2022

2023 CIPP

- 68 blocks of sewer main rehab
- \$500K DNR funding, \$924K City funded (30 yr loan @ 1.37%)
- Ongoing, to be completed summer/fall 2024

2023 Sewer Replacement

- 5 blocks sewer main replacement
- \$250K DNR funding, \$613K City funded (30 yr loan @ 1.37%)
- Completed Spring 2024

Ore Dock Access Road

- 3 blocks sewer main replacement
- \$119K DNR funding, \$175K City funded (30 yr loan @ 2%)
- Ongoing, to be completed Fall 2024

Sewer Main Annual Renewal Rate Ashland, WI

