

**Agenda for a Regular Meeting of the  
Finance Committee of the Common Council of the City of Hudson  
Council Chambers of City Hall, 505 Third Street  
6:30 p.m. Monday, January 25, 2016  
(Please Note Time)**

**(Click on agenda items highlighted in blue to access documents related to that item)**

1. Call to Order
2. Discussion and Possible Action on Minutes of [Regular Meeting of January 11, 2016](#)
3. Discussion and Possible Action on [Claims](#)
4. Discussion and Possible Action on [Operators Licenses](#)
5. Discussion and Possible Action on [Agent Change for Spirit Seller Ltd.](#)
6. Discussion and Possible Action on [Application for Retail Class “B” Fermented Malt Beverage and Reserve Retail “Class B” Liquor License from Sapporo, Inc.](#)
7. Discussion and Possible Action on [Bids Received for the purchase of a truck body/crane for the Wastewater Department’s Ford F550.](#)
8. Discussion and Possible Action on [Premises Description Amendment for Pier 500](#)
9. Discussion and Possible Action on [Request from Tyrell & Jennifer Gaffer to acquire park property between 236 Coulee Road and 202 Coulee Road](#)
10. Discussion and Possible Action on [2016 Boat Mooring Fee and Policy](#)
11. Discussion and Possible Action on [2016 Park User Fees](#)
12. Discussion and Possible Action on [2016 Grandview Park Concession Agreement](#)
13. Discussion and Possible Action on [2016 Boat Launch Fees](#)
14. Discussion and Possible Action on [Secondhand Jewelry License for Richard Jewelers, Inc.](#)
15. Items for Future Agendas
16. Adjournment

Alan D. Burchill, Mayor

Posted in City Hall lobbies and emailed to Hudson Star-Observer on 1-22-16

Some agenda items may be taken up earlier in the meeting, or in a different order than listed. Upon reasonable notice, an interpreter or other auxiliary aids will be provided at the meeting to accommodate the needs of the public. Please contact the City Clerk at 715-386-4765, ext. 140.

Notice is hereby given that a majority of the Common Council of the City of Hudson, Wisconsin, may be present at the foregoing meeting. This may constitute a meeting of the Common Council pursuant to **State ex. Rel. Badke v. Greendale Village Board**, 174 Wis.2d 553, 494 N.W.2d 408 (1993), although the Council will not take any formal action at this meeting.

FINANCE COMMITTEE MEETING OF THE COMMON COUNCIL  
CITY OF HUDSON, WISCONSIN  
MONDAY, JANUARY 11, 2016

UNAPPROVED

Meeting called to order by Council President Tom McCormick at 6:30 p.m.

PRESENT: Alderpersons John Hoggatt, Tom McCormick and Randy Morrisette

EXCUSED ABSENT: Mayor Alan Burchill

OTHERS PRESENT: Cathy Munkittrick, Devin Willi, LeAnne Addy, Bill Alms, Joyce Hall, Jim Webber, Marty Jensen, Kip Peters, Vicki Erickson, Randy Hanson, Pat Colten, Scott St. Martin and others.

MINUTES OF THE DECEMBER 7, 2015 REGULAR MEETING: MOTION by Hoggatt, second by Morrisette, to approve the minutes of the December 21, 2015 Finance Committee meeting. Ayes (3), MOTION CARRIED.

CLAIMS: MOTION by Hoggatt, second by Morrisette, to recommend payment of the following claims:

Fund		A/P Amounts	P/R Amounts	Totals
100	General	594,113.05	171,317.76	765,430.81
450	Capital Projects	204,901.07	0.00	204,901.07
610	Sewer	33,917.24	11,502.95	45,420.19
620	Parking	1,901.07	1,283.37	3,184.44
640	Storm Sewer	4,438.81	352.81	4,791.62
630	Ambulance	110,301.97	26,228.18	136,530.15
860	Tax Agency	3,637,013.13	0.00	3,637,013.13
<b>Totals</b>		<b>\$4,586,586.34</b>	<b>\$210,685.07</b>	<b>\$4,797,271.41</b>

Ayes (3), MOTION CARRIED.

TEMPORARY CLASS "B" BEER AND CLASS "B" WINE LICENSES FOR KNIGHTS OF COLUMBUS FISH FRY AT ST. PATRICK'S CHURCH: Motion by Morrisette, Second by Hoggatt to recommend issuance of Temporary Class "B" Beer License and a Temporary Class "B" Wine License for February 12, 2016, February 26, 2016, and March 18, 2016 for the Knights of Columbus Fish Fry at St. Patrick's Church. Ayes (3), MOTION CARRIED.

TEMPORARY CLASS "B" BEER AND CLASS "B" WINE LICENSES FOR HUDSON HOCKEY ASSOCIATION: Motion by Hoggatt, Second by Morrisette to recommend issuance of Temporary Class "B" Beer License and a Temporary

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Class "B" Wine License to the Hudson Hockey Association for an event on January 26, 2016 at 1820 Hanley Road. Ayes (3), MOTION CARRIED.

CLASS "B" BEER AND CLASS "C" WINE LICENSE FOR CHEN DP INC. MOTION by Hoggatt, second by Morrissette, to recommend the approval of a Class "B" Beer and Class "C" Wine license for Chen DP, Inc., 431 Second Street, d/b/a Dragon Pearl, contingent upon receipt of a copy of the restaurant license and the Wisconsin Seller's Permit, and the surrender of the previous owner's license. Ayes (3), MOTION CARRIED.

REPLACEMENT OF THE EMERGENCY SIREN ON OAK STREET: MOTION by Morrissette, second by Hoggatt, to recommend the replacement of the emergency siren on Oak Street, at an estimated total cost of \$25,700 with funding to come from unexpended 2015 funds (Disaster Control, Emergency Government, Undesignated Short Term Capital and Contingency). Ayes (3), MOTION CARRIED.

CREATION OF CHIEF OPERATOR POSITIONS IN THE WATER AND WASTEWATER DEPARTMENTS: MOTION by Hoggatt, second by Morrissette, to recommend the creation of the Chief Operator positions in the Water and Wastewater departments, approve the proposed position descriptions and establish the base wage for the positions at \$29.58 per hour. Ayes (3), MOTION CARRIED.

AUTHORIZATION TO ADVERTISE FOR BIDS FOR CROSS CONNECTION SURVEY AND METER AND SOFTWARE PURCHASE: MOTION by Morrissette, second by Hoggatt, to recommend that the Water and Wastewater departments be authorized to advertise for bids/request proposals for mandated cross connection survey and for meter and software purchase. It was noted that funding sources would be provided once final bids/proposals are received. Ayes (3), MOTION CARRIED.

BIDS RECEIVED FOR ROOF REPLACEMENT FOR WASTEWATER TREATMENT PLANT BUILDINGS: MOTION Justin Mankowski of SEH discussed the bids received for the roof replacement and factors that caused the bids to be higher than the original estimate. MOTION by Morrissette, second by Hoggatt, to recommend that the City approve the bid received to replace roofs at each building at the Wastewater Treatment Plant from Diverse Construction Services for the Base Bid, plus Alternate #1 and Alternate #2, at a total cost of \$509,161, with funding from the Future Facilities Fund. Ayes (3), MOTION CARRIED

ITEMS FOR FUTURE AGENDAS: Morrissette requested that the City Attorney provide information on the recently passed state law regarding "sip and stroll" liquor licenses.

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ADJOURN: MOTION by Hoggatt, second by Morrissette, to adjourn at 7:02  
p.m. Ayes (3), MOTION CARRIED.

Devin J. Willi, Interim Finance Officer

COUNCIL CLAIMS - JANUARY 25, 2016

<b>Fund</b>		<b>A/P Amounts</b>	<b>P/R Amounts</b>	<b>Totals</b>
100	General	320,282.23	148,533.30	468,815.53
225	Impact Collection	0.00	0.00	0.00
232	2013 Storm/Dike Rd	0.00	0.00	0.00
290	Police Donations	0.00	0.00	0.00
310	Debt Service	0.00	0.00	0.00
450	Capital Projects	53,934.24	553.31	54,487.55
490	Biosolids	0.00	0.00	0.00
610	Sewer	70,231.80	11,002.90	81,234.70
620	Parking	4,234.13	1,087.35	5,321.48
640	Storm Sewer	7,787.07	165.75	7,952.82
630	Ambulance	58,076.14	8,021.62	66,097.76
860	Tax Agency	4.89	0.00	4.89
<b>Totals</b>		<b>\$ 514,550.50</b>	<b>\$ 169,364.23</b>	<b>\$ 683,914.73</b>

**CITY OF HUDSON  
COUNCIL/COMMITTEE ISSUES**

**SUBMITTED TO:** FINANCE/COMMON COUNCIL

**DATE:** 1/20/2016

**SUBMITTED BY:** LEANNE ADDY, CITY CLERK

**REGARDING:** APPLICATION(S) FOR OPERATOR'S LICENSES

**ISSUE:** Applications for Operator's Licenses are on file in the Clerk's office and are available upon request. If approved by Council, the licenses will be issued after approval successful completion of the background check and any outstanding debt owed to the City has been paid.

**STAFF RECOMMENDATION:** Contingent on payment of any outstanding debt owed to the City and successful completion of the background check, approve the issuance of 4 Regular Operator License for the period January 26, 2016 to June 30, 2017 to: Shelton Davis, Martin Hoffsten, Payton Bouchard, and Nickolas Pilarski.

## COUNCIL/COMMITTEE ISSUES

**SUBMITTED TO:** Finance Committee/Common Council

**DATE:** 1/14/2016

**SUBMITTED BY:** LeAnne Addy, City Clerk

**REGARDING:** Change of agent request

**ISSUE:** A request for change of agent has been received from Spirit Seller, Ltd. DBA Spirit Sellers. The required documents and payment have been received and the background check was approved. An amended liquor license will be created to replace the current license at the establishment.

**RECOMMENDATION:** Approve the request for an agent change to John Kromer at Spirit Seller, Ltd. DBA Spirit Sellers for the license year ending June 30, 2016, contingent on payment of any outstanding debt owed to the City, and surrender of the current liquor license.

**CITY OF HUDSON  
COUNCIL/COMMITTEE ISSUES**

**SUBMITTED TO:** FINANCE COMMITTEE/COMMON COUNCIL

**DATE:** 1/19/2016

**SUBMITTED BY:** LEANNE ADDY, CITY CLERK

**REGARDING:** APPLICATION FOR RETAIL CLASS 'B' FERMENTED MALT  
BEVERAGE AND RESERVE RETAIL "CLASS B" LIQUOR LICENSES  
FROM SAPPORO INC.

**ISSUE:** An application has been submitted by Sapporo Inc., for a Class "B" fermented malt beverage and Reserve Retail "Class B" liquor license at 1028 Pearson Drive, Hudson WI doing business as Sapporo. The Police Department criminal history background check was completed and no outstanding debt owed to the City was found.

The need for timely start up and continuation of the business is required per City of Hudson Municipal Code, Chapter 145-12 F. A request asking for an extension until May 2016 is attached.

**STAFF RECOMMENDATION:** Consider approving the Class "B" (fermented malt beverage) and a Reserve "Class B" (liquor) license for Saporro Inc., d/b/a Saporro contingent on successful building and fire inspections, receipt of a copy of the Wisconsin Seller's Permit, payment of any outstanding debt owed to the City, and approval for an extension to the timely start-up ordinance requirement (until May of 2016).



LeAnne Addy <cityclerk@ci.hudson.wi.us>

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## License Application; Sapporo, Inc.

1 message

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Ryan Cari <rcari@heywoodandcari.com>

Fri, Jan 8, 2016 at 3:22 PM

To: "cityclerk@ci.hudson.wi.us" <cityclerk@ci.hudson.wi.us>

Cc: Zhong Zheng <nickz168@yahoo.com>, Jennifer Gibson <jgibson@heywoodandcari.com>

Ms. Addy:

Thank you for meeting with me briefly this afternoon regarding the above application. The materials I submitted should constitute everything needed for the license application. The premises is under lease, and the strip center has been constructed. Tenant improvements will commence (after issuance of the proper permits) provided the licenses are issued as requested in the application.

I understand that there is a requirement under the code that the establishment open within 90 days of the licenses being granted. I also understand that the council can grant extensions with regard to that timeline. At the common council meeting on 1/25, we will be requesting a slight extension; we believe that the buildout will take approximately 120 days. As such, a 30-60 day extension will likely be requested. I am providing this information to you at your request, and supplementing the license application and attachments provided. Thank you for your time and attention to these matters.

Please contact me if you wish to discuss further.

Regards,

Ryan

Ryan C. Cari

Attorney at Law

rcari@heywoodandcari.com

816 Dominion Drive, Suite 100

PO Box 125

Hudson, WI 54016

P (715) 386-5551

# ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning JANUARY 8 20 16  
 ending JUNE 30 20 16

TO THE GOVERNING BODY of the:  Town of } HUDSON  
 Village of }  
 City of }

County of ST. CROIX Aldermanic Dist. No. 4 (if required by ordinance)

Applicant's WI Seller's Permit No. / FEIN Number	
456102896350402	81-1012011
LICENSE REQUESTED ▶	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input checked="" type="checkbox"/> Reserve Class B liquor	\$ 10000
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ 15
<b>TOTAL FEE</b>	<b>\$ 10015</b>

1. The named  INDIVIDUAL  PARTNERSHIP  LIMITED LIABILITY COMPANY  
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶  
SAPPORO, INC.

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	ZHONG ZI ZHENG,	458 W. 84TH STREET,	BLOOMINGTON, MN 55420
Vice President/Member	ZHONG ZI ZHENG,	458 W. 84TH STREET,	BLOOMINGTON, MN 55420
Secretary/Member	ZHONG ZI ZHENG,	458 W. 84TH STREET,	BLOOMINGTON, MN 55420
Treasurer/Member	ZHONG ZI ZHENG,	458 W. 84TH STREET,	BLOOMINGTON, MN 55420
Agent ▶	DAVID ROBSON,	1274 HIGHWAY 35 NORTH,	HUDSON, WI 54016
Directors/Managers	ZHONG ZI ZHENG,	458 W. 84TH STREET,	BLOOMINGTON, MN 55420

3. Trade Name ▶ SAPPORO Business Phone Number 952-380-8878

4. Address of Premises ▶ 1028 PEARSON DRIVE Post Office & Zip Code ▶ 54016

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No
8. (a) Corporate/limited liability company applicants only: Insert state \_\_\_\_\_ and date \_\_\_\_\_ of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?  Yes  No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?  Yes  No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) SEE ATTACHED Dining area, bar, patio, refrigerators, coolers, dry storage, kitchen, food preparation and storage rooms.

10. Legal description (omit if street address is given above): N/A

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No  
 (b) If yes, under what name was license issued?

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]  Yes  No

13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]  Yes  No

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign, corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

## SUBSCRIBED AND SWORN TO BEFORE ME

this 8th day of January, 20 16

[Signature]  
 (Clerk/Notary Public)

[Signature]  
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

My commission expires is permanent

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

## TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

## CITY OF HUDSON ISSUE SHEET

<b>DATE:</b> 1/25/2016
<b>SUBMITTED TO:</b> City Council
<b>SUBMITTED BY:</b> KIP PETERS- UTILITY DIRECTOR
<b>REGARDING:</b> Approval of Bids for WW Truck Body F550

**ISSUE:**

1 bid was received for the Waste Water Departments truck body/crane for the Ford F550 truck. Bids were opened on 1/21/2016 at 10 A.M. and read aloud.

Truck Utilities Inc. 2370 English St. St. Paul, MN. 65109 was low bidder at \$59,563.00

**FUNDING SOURCE:**

Waste Water Account: 610.47.57320.811 (\$62,500 budgeted)

**STAFF RECOMMENDATION:** Recommend approval of Truck Utilities Inc. bid of \$59,563.00 for the purchase of the truck body/crane for the Waste Water Departments Ford F550.

**COMMITTEE RECOMMENDATION:**

**CITY OF HUDSON UTILITIES**  
**505 THIRD ST. HUDSON, WI. 54016**  
**PHONE-715-386-4765**  
**FAX- 715-386-3385**

**BID TABULATION**

**Project #:** \_\_\_\_\_  
**Project Name:** Truck Body Ford F550  
**Engineer:** \_\_\_\_\_  
**Bid End Date:** 21-Jan-16

**Location:** City Hall  
**Engineer Estimate:** \_\_\_\_\_  
**Bid End Time:** 10 A.M.

Bidder	Base Bid Amount	Bids for Additive or Deductive Alternatives					Total of Base Bid + / - Alts.	Subs Listed	Bidder's Bond Attached	Qualifications Verified
		(Description)	(Description)	(Description)	(Description)	(Description)				
		Alt 1	Alt 2	Alt 3	Alt 4	Alt 5				
Truck Utilities Inc.	59,563.00						59,563.00		NA	Yes

I certify that this is a true tabulation of bids received.

Kip Peters  
 (Signature)

Date: 1/21/2016



## COUNCIL/COMMITTEE ISSUES

**SUBMITTED TO:** COMMON COUNCIL

**DATE:** 1/21/2016

**SUBMITTED BY:** LEANNE ADDY, CITY CLERK

**REGARDING:** REQUEST TO AMEND THE ALCOHOL PREMISES  
DESCRIPTION AT PIER FIVE HUNDERED

**ISSUE:** Andrew Kron has filed a written request (see attached letter) to amend the premises description for the Class "B" liquor and Class "B" beer licenses for Pier Five Hundred located at 500 1<sup>st</sup> Street to include their parking lot for a one-time event on Saturday, February 13, 2016. According to the Municipal Licensing and Regulation of Alcohol Beverages Manual, it is within the discretion of the governing body to approve or disapprove the change. If the change is approved, the municipal official must amend the license temporarily and the license must be posted on the premises.

**RECOMMENDATION:** Consider approving the request to amend the alcohol premises description for Pier Five Hundred to include the parking lot for a one-time event on Saturday, February 13, 2016, contingent on approval by the Building Inspector, Fire Inspector, and Police Chief.

RECEIVED

APR 07 2015

court no tax ok  
ut. 10  
ORIGINAL

PD signed

# RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to Official Clerk HUDSON Read instructions on reverse side.

For the license period beginning: 07/01/2015 ending: 06/30/2016  
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the:  Town of  Village of  City of } HUDSON

County of ST. CROIX Aldermanic Dist. No. \_\_\_\_\_ (if required by ordinance)

CHECK ONE  Individual  Partnership  Limited Liability Company  
 Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:  
Full Name(s) (Last, First and Middle Name) \_\_\_\_\_ Home Address \_\_\_\_\_  
Post Office & Zip Code 603 49742

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company DOUBLE DIAMOND VENTURES  
Address of Corporation/Limited Liability Company (if different from licensed premises) \_\_\_\_\_  
All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>ANDREW JAMES KRON</u>	<u>991 HIGHLANDER TRAIL</u>	<u>HUDSON, WI 54010</u>
Vice President/Member	_____	_____	_____
Secretary/Member	_____	_____	_____
Treasurer/Member	_____	_____	_____
Agent	<u>ANDREW JAMES KRON</u>	<u>991 HIGHLANDER TRAIL</u>	<u>HUDSON, WI 54010</u>
Directors/Managers	_____	_____	_____

C. 1. Trade Name TRIFIVE HUNDRED Business Phone Number 7153605504  
2. Address of Premises 600 FIRST STREET Post Office & Zip Code 54010

- 3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No
- 4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) WALKIN COOLERS, PATIO BAR, PATIO, SMOKING AREA, DINING ROOM
- 5. Legal description (omit if street address is given above): STORAGE ROOM, SIDEWALK BENCHES, BAR, KITCHEN, GAME ROOM, OFF
- 6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side  Yes  No
- 6. b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side  Yes  No
- 7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain.  Yes  No
- 8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain.  Yes  No
- 9. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown under Section A or B above? [phone (608) 266-2776]  Yes  No
- 10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement?  Yes  No
- 11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor?  Yes  No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME  
this 7 day of April 2015  
Karen L. Duchow  
(Clerk/Notary Public)  
My commission expires 4/11/2017



TO BE COMPLETED BY CLERK		
Date received and filed with municipal clerk <u>4/7/2015</u>	Date reported to council/board <u>5/4/15</u>	Date license granted <u>5/4/15</u>
License number issued <u>2015-16 #2</u>	Date license issued <u>6/19/15</u>	Signature of Clerk / Deputy Clerk <u>Nancy Korson</u>

# CITY OF HUDSON ISSUE SHEET

Submitted to: Finance/Common Council	Date: 1-21-2016
Submitted by: Park Board	
Regarding: Discussion and possible action on the Request from Tyrell & Jennifer Gaffer to acquire park property between 236 Coulee Road and 202 Coulee Road	

The Park Board met on January 12, 2016. The request from Tyrell & Jennifer Gaffer to acquire park property between 236 Coulee Road and 202 Coulee Road was discussed.

The Park Board referred to Resolution 1-86 (copy attached) and recommended initiating the process to dispose park property and to consider the following:

- Set up public hearing date/publish notices
- Establish area (depth – to toe of slope?) width generally established
- Survey (could be described by metes and bounds)
- Appraisal (does Council want appraisal)
- Costs paid by Gaffer/Casanova Liquor

COMMITTEE RECOMMENDATION: MOTION by O'Keefe, second by Erickson to consider the transfer or sale of park property on Coulee Road as requested by Gaffers. The Board recommended all legal costs, survey costs, etc. be the responsibility of the Gaffers. MOTION CARRIED.

REGULAR MEETING OF THE COMMON COUNCIL  
CITY OF HUDSON  
JANUARY 6, 1986

CITY SALARY PLAN - FREEZING STEPS. Moved by Alderman Johnson and seconded by Alderman Waalen to freeze steps A and B of the City's salary plan for new hirees during 1986, except the foregoing will not apply to the Receptionist/Account Clerk and Water Utility Worker I who were recently hired, as recommended by the Finance Committee. Motion carried.

ADVERTISING FOR PLANNER/ZONING ADMINISTRATOR POSITION. Moved by Alderman Johnson and seconded by Alderman Berg to postpone this matter for two weeks. Motion carried.

→ RESOLUTION RECEIVED VIA PETITION REGARDING ADVERTISING AND HOLDING OF HEARING FOR ANY PROPOSAL TO SELL OR DISPOSE OF PARK LAND. Clerk noted that he had received Petition I from Catherine B. Heiting and Alvin A. Weitkamp on December 4, 1985. Stated that he examined same and found it to contain the necessary signatures; 368 were received, while 312 were required. Also noted that said petition was in proper form.

Moved by Alderman Johnson and seconded by Alderman Berg to suspend the rules to consider the resolution as included in Petition I, pursuant to Section 2.19 of the Municipal Code. Motion carried.

Moved by Alderman Johnson and seconded by Alderman Berg to adopt the following resolution, which was included in Petition I, as submitted by Catherine Heiting and Alvin Weitkamp, and reads as follows:

*Res 1-86*

RESOLVED, THAT THE CITIZENS OF HUDSON SHALL BE NOTIFIED OF ANY PROPOSED SALE OR OTHER DISPOSAL OF PUBLIC PARK LAND BY MEANS OF A CLASS 2 NOTICE (UNDER WIS. STATS. 985) AND GIVEN AN OPPORTUNITY TO VOICE THEIR OBJECTIONS AT A PUBLIC HEARING.

Motion carried: Ayes-Aldermen Berg, Gilbertson, Johnson, Redner, Klatt-5; Noes-Alderman Waalen-1.

1985 BUILDING PERMIT REPORT. Mike Wallace submitted the 1985 building permit report to the Common Council on Friday. Noted that it was a record year. Was noted that building permits were in the amount of \$15,036,500. Institutional equalled \$4,612,000; new commercial - \$4,684,000; new industrial - \$2,405,000; commercial alterations and additions - \$484,300; one-family additions and alterations - \$316,215; new single family dwellings - \$2,236,500.

AUTHORIZATION FOR MAYOR AND CLERK TO EXECUTE ENGINEERING PAYMENT PROCESS FOR SECOND STREET WITH DEPARTMENT OF TRANSPORTATION. Moved by Alderman Johnson and seconded by Alderman Klatt that Mayor and Clerk be authorized to execute the following requests for engineering services from the Department of Transportation: (1) review and process documents and plans; (2) traffic projections; (3) review preliminary and final plans; (4) review environmental reports, for the Second Street project, I.D. 8080-07-00, with City's share of the \$52,370 to be 12-1/2%, \$6,546; plus 12-1/2% of \$4,000, which equals \$500, Hudson's share of unfunded costs. Motion carried.

PROPOSED MANDATORY TAVERN CLOSING HOURS. Alderman Johnson suggested that the legislature is considering mandatory tavern closing hours statewide at 3:30 a.m. William Radosevich, City Attorney, stated that the Excise Tax Committee is recommending that taverns be closed from 2:00 a.m. to 6:00 a.m.



Approximate area



Coulee Rd

SECOND ST / STH 35

BUCKEYE ST.



SHEET IN

1	2
3	4





LeAnne Addy &lt;cityclerk@ci.hudson.wi.us&gt;

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**Cheers to 10 years tent concert.**

1 message

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**Andrew Kron** <akron@pierfivehundred.com>  
To: cityclerk@ci.hudson.wi.us  
Cc: Tom Hommes <thommes@pierfivehundred.com>

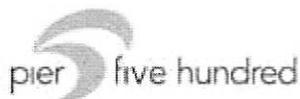
Fri, Jan 22, 2016 at 10:33 AM

Hi LeAnn,

Pier 500 is hosting a free concert to the public on Saturday February 13<sup>th</sup> to celebrate 10 years of doing business in Hudson. The event will take place at the Phipps parking lot next to Pier 500 under a heated temporary tent that is set up the morning of Feb 13<sup>th</sup> and removed Sunday Feb 14<sup>th</sup>. The concert will feature local talent GB Leighton starting at 9:00 pm in the enclosed tent while our guests enjoy beer and wine that will be for sale. The event will be selling drinks tickets that will be redeemable for beer or wine in the enclosed tent.

The event will be run and organized by the Pier 500 management staff , myself and a few outside the company professionals to help execute the event. We hope to extend the area that we are currently are allowed to sell alcohol to include the tent for that evening. I'm meeting with the tent rental company on Saturday to look at the best area for placement, after that meeting I'll be able to supply a sketch of how we envision the best set up area for the event.

Nice to meet you today and congratulations on your new position with the city of Hudson.

**Andrew Kron**

Owner/Proprietor

500 First Street

Hudson, WI 54016

p- 715-386-5504

akron@pierfivehundred.com

DEC 10 2015  
By \_\_\_\_\_

Attn: Denny Darnold

Denny,

This letter is to state Tyrrell and Jennifer Gaffer's interest to acquire the property in between The Nova's western property line (236 Coulee Rd) and the Rose residence's eastern property line (202 Coulee Rd). Currently this property belongs to the City of Hudson and is a part of Birkmose Park.

For the last 50+ years the Rose's have maintained a portion of this land as their yard and for the last 20+ years Casanova Liquor/The Nova has used part of this land as their parking lot. The Gaffer's and Casanova Liquors/The Nova have maintained this area for the last 12 years with mowing the lawn, snow removal, tree removal and trimming, building a retaining wall and just over all cleaned up the space. We feel this space has very little value to the city of Hudson and if we were to acquire the approximately .15 of an acre lot we would be able to continue with the growth of downtown Hudson and it's unique and growing atmosphere.

Tyrrell and Jennifer Gaffer and Toasted Barrel LLC. would like to acquire this property from the city and would like to move forward with what options might be available.

Thank You

Tyrrell Gaffer

tyrrell@thenovaofhudson.com

715-377-3221 – Cell

715-386-2545 – Work Casanova Liquor



12-8-15

Historic Casanova Liquor/The Nova/ Toasted Barrel LLC.

# CITY OF HUDSON ISSUE SHEET

Submitted to: Common Council	Date: 1-15-2016
Submitted by: Park Board	
Regarding: 2016 Boat Mooring Fees & Policy	

The Park Board reviewed the 2016 Mooring Policy and fee. The overall recommendation was to continue the \$560 annual fee and no changes to the policy.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: To recommend approval of the 2016 Boat Mooring fee of \$560/annual fee and no changes to the policy.

COMMITTEE RECOMMENDATION: MOTION by Erickson, second by Hall to recommend approval of the \$560 annual boat mooring fee and to approve the 2016 Mooring policy. MOTION CARRIED.

**FOR OFFICE PURPOSES ONLY**

PERMIT NO. ISSUED:

INSURANCE EXPIRATION:

OWNERSHIP EXPIRATION:

FEE PAID/RECEIPT NO./DATE:

**CITY OF HUDSON  
SAILBOAT MOORING PERMIT APPLICATION  
2016**

DATE: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_

NAME - DESIGNATED MANAGING OWNER (for mailing purposes): \_\_\_\_\_

EMAIL: \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_

HOME PHONE \_\_\_\_\_

WORK PHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_

COUNTY YOU RESIDE IN \_\_\_\_\_

SCHOOL DISTRICT YOU RESIDE IN \_\_\_\_\_

CO-OWNER NAME (if applicable): \_\_\_\_\_

EMAIL: \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_

HOME PHONE \_\_\_\_\_

WORK PHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_

COUNTY YOU RESIDE IN \_\_\_\_\_

SCHOOL DISTRICT YOU RESIDE IN \_\_\_\_\_

**SAILBOAT INFORMATION:**Dinghy  Y or  N

YEAR \_\_\_\_\_

MAKE \_\_\_\_\_

MODEL \_\_\_\_\_

YEAR/MAKE/MODEL \_\_\_\_\_

LENGTH \_\_\_\_\_

COLOR \_\_\_\_\_

NAME \_\_\_\_\_

STATE OF REGISTRATION \_\_\_\_\_

REGISTRATION NUMBER \_\_\_\_\_

EXPIRATION DATE \_\_\_\_\_

**INSURANCE INFORMATION:**

COMPANY NAME \_\_\_\_\_

CITY/STATE \_\_\_\_\_

POLICY NUMBER \_\_\_\_\_

EXPIRATION DATE \_\_\_\_\_

If a renewal application, do you want to be considered for a different position?  Yes  NoI (We) have read Section 181-14 of Chapter 181 of the City of Hudson Municipal Code AND Mooring Policy and understand the procedures that apply to the sailboat mooring area.  Owner  Co-owner(s)I (We) have read and signed the Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement that applies to the sailboat mooring and dinghy storage area.  Owner  Co-owner(s)

MANAGING OWNER SIGNATURE \_\_\_\_\_

CO-OWNER SIGNATURE \_\_\_\_\_

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**ALL APPLICATIONS TURNED IN OR POSTMARKED LATER THAN March 1, 2016 WILL NOT BE ACCEPTED.**


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CITY OF HUDSON - PARKS & RECREATION DEPARTMENT  
505 THIRD STREET  
HUDSON WI 54016-1694  
(715)386-4774 EXT. 110  
(715)386-3385 FAX

**HUDSON PUBLIC WORKS AND PARKS DEPARTMENT  
BOAT MOORING PERMIT 2016  
WAIVER AND RELEASE OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

I, the undersigned, acknowledge that storing my dinghy on the bank of the Dike Road involves procedures which may test a person's physical capabilities and carries with it the potential for serious injury and property loss. The risks include, but are not limited to, those caused by the steep and rocky nature of the dinghy storage area facilities on the bank of the Dike Road, my own physical condition, actions of other people, including but not limited to, other mooring permit holders. I HEREBY ASSUME ALL OF THE RISKS OF STORING MY DINGHY ON THE DIKE ROAD AND ALL OTHER RISKS ARISING OUT OF MOORING MY BOAT IN THE CITY BOAT MOORING AREA. I realize that liability may potentially arise from any negligence or carelessness of the person or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by the persons/entities being released, or because of possible liability without any negligence of the persons/entities released.

I certify that I am physically fit, am fully capable of climbing/walking on the rip-rap bank of the Dike Road and to do all things relating to use and storage of my dinghy on the Dike Road in connection with use of my boat moored in the Hudson boat mooring area, and that I have not been advised otherwise by a qualified medical person. I hereby assume full responsibility for any risk of bodily injury, death or property damage arising out of or related to the Hudson Boat Mooring Area, whether caused by the negligence of Releasees or otherwise. I acknowledge that this Accident Waiver and Release of Liability form will be used by the City of Hudson and that it will govern my actions and responsibilities as a boat mooring permit holder.

In consideration of my application and the City allowing me to moor my boat at the Hudson Boat Mooring Area and store my dinghy on the banks of the Dike Road, I hereby take action for myself, my guests, my executors, administrators, heirs, next of kin, successors and assigns as follows:

- (A) I WAIVE, RELEASE, AND DISCHARGE FROM ANY AND ALL LIABILITY FOR MY DEATH, DISABILITY, PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY THEFT OR ACTIONS OF ANY KIND WHICH MAY HEREAFTER OCCUR TO ME ARISING OUT OF MOORING MY BOAT IN THE BOAT MOORING AREA AND STORING MY DINGHY ON THE DIKE ROAD. THE FOLLOWING ENTITIES OR PERSONS:

City of Hudson, City Public Works and Parks Department, City officers, employees, volunteers, representatives, and agents, (Released Persons/Entities).



## CITY OF HUDSON MUNICIPAL CODE

### § 181-14. Boat mooring.

A. Definitions. The following words have the designated meanings, unless a different meaning is expressly provided or the context clearly indicates a different meaning:

DINGHY -- A small boat used solely by mooring permit holders to access their sailboat moored in the City of Hudson sailboat mooring area.

LOADING DOCK -- A dock attached to the shore for loading or unloading boats.

MOORING -- A device for anchoring a sailboat or power boat when not in use.

POWER BOAT -- Any boat propelled exclusively by an internal combustion engine.

SAILBOAT -- Any boat intended to be propelled primarily by the wind. It may be equipped with a motor for auxiliary use.

B. Area designated. The boat mooring area shall be designated on the official City of Hudson Park Map and shall be 300 feet in width and 1,300 feet along the shore of Dike Road.

C. Jurisdiction. The boat mooring area shall be under the jurisdiction of the Park Board. [Amended 5-1-2000 by Ord. No. 9-00]

D. Rules. The following are the rules of operation in the boat mooring area:

- (1) Season. The annual mooring season shall be from April 15 to November 15 of each year. Written application for a mooring permit shall be made to the Director of Parks & Public Works no later than March 1 of each year. Drawing for available permits will be conducted by the Director of Parks & Public Works under the guidelines established by the Park Board. [Amended 5-1-2000 by Ord. No. 9-00]
- (2) Priority. Boat mooring permits shall first be granted to anyone who held a permit during the preceding mooring season. Any mooring permit not renewed shall be considered terminated and the mooring shall be vacated.
- (3) Fee schedule. The fee schedule shall be determined by the Common Council, and payment thereof shall be due to the City Clerk within 10 days after the applicant has been notified by the Parks Department of the granting of the permit.
- (4) Removal required. All boats and dinghies shall be removed from the water or dinghy storage area as applicable by November 15 of each year or they shall be towed in and stored at the owner's expense.
- (5) Removal during July fireworks. All boats and dinghies shall be removed from the mooring area and the dinghy storage area by 4:00 p.m. on the day of the July fireworks. If not moved, the boat will be towed from the area or the dinghy removed from the dinghy storage area at the owner's expense. (NOTE: This is effective starting with the 2002 season by order of the U.S. Coast Guard.)
- (6) Unloading dock. A boat shall not be left tied to the unloading dock longer than a reasonable time for loading and unloading.

**CITY OF HUDSON MUNICIPAL CODE**

- (7) Liability. The City shall not be liable for any damages to boats or injury to owners, operators or guests caused by theft, failure of the mooring device system, vandalism, accidents, storms, flood, fire or fireworks, or any cause whatsoever.
- (8) Moorings. There shall be only one boat to a mooring.
- (9) Maximum number of boats. The maximum number of boats in the boat mooring area shall not exceed 50 boats.
- (10) Moorings for personal use only. All moorings will be for personal use, not commercial use.
- (11) Additional Policies/Rules. The Park Board may adopt more detailed policies/rules for the boat mooring area as needed, subject to Common Council approval.

4/23/13

## Boat Mooring Area Rules, Policies, and Procedures 2016

Boat Mooring Policies established by the Park Board are as follows:

1. Board Mooring Permit Application. The mooring application must list and be signed by all owners of the boat intended to be moored. The application shall include evidence of ownership of the boat. When more than one owner is involved, the application must designate one managing owner to receive all official communications. In the event the insurance policy or evidence of ownership lists names other than those designated on the application, the application may be rejected.

Applications must also include a signed Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement.

Alternates will be ranked in the priority according to the address for the designated managing owner provided on the application.

All moorings will be for personal use, not commercial use.

2. Proof of Insurance. Each application shall include proof that liability insurance is in effect for the full boat mooring season. Copy of policy to be submitted with the application and shall include the names of all owners. If insurance information submitted at the time of application changes, the boat mooring permit holder shall provide updated insurance information within 10 days of the change.

3. Boat Registration. Each application shall also provide a copy of the appropriate state registration or U.S. Coast Guard Certificate of Federal Documentation. If registration information changes during the boat mooring season, the permit holder shall provide updated registration information within 10 days of the change in registration. Consequences for non-submission of required insurance and registration: Failure to timely provide current and correct insurance and boat registration information may result in loss of the boat mooring permit.

4. Priority for Drawing for Available Mooring Spots. Guidelines for drawing with priority as follows: (1) City of Hudson residents, (2) Hudson school district, (3) St. Croix County, (4) Washington County and (5) others; when filling openings. Any renewed alternate applications maintain their position on the alternate list under each category of the priority system.

5. Mooring Assignments. The mooring assignments will be available to the public as long as the craft does not endanger boats in adjacent mooring positions. Complaints are to be filed with the Director of Parks and Public Works

Grandfather clause allows the one long boat that has been moored for years to be moored at the east end of our mooring area with written application to be made no later than March 1 of each year.

6. Vacated Mooring during Mooring Season. A mooring that is vacated can be reassigned. If vacated before July 15, permit holder will receive a refund of one-half of the mooring fee for the season. New applicant will pay one-half of the mooring fee for the season plus \$15.00 administrative costs.

7. Boat Owner Responsible for Setting and Maintaining Anchor System. Each boat owner will be responsible for setting and maintaining his anchor system; the assigned position as approved by the Parks Department. Each boat owner is responsible for removal of his mooring anchor system upon vacating his mooring position.

## Boat Mooring Area Rules, Policies, and Procedures 2016

8. Buoys. Marking buoys are the property of the individual moorers. The type of buoy shall be as specified by the City and must be numbered as assigned with decals to be provided by the City. The buoy to be used must be a U.S. Coast Guard approved buoy that is white with a 3" reflective blue band with white vinyl bumper.

9. Boat Requirements. All sailboats are to have a self-bailing cockpit or an automatic bilge pump. Sailboats shall be limited to 30 feet in length unless approved by the Parks and Public Works Director before approval of the mooring application.

10. Dinghy Storage and Specifications.

Dinghy Storage: Each mooring holder will be allowed one dinghy that can be stored along the Dike Road during the mooring season. The City shall designate five areas along the Dike Road bank. A tie down area will be provided by the City, and mooring holders can secure their dinghies with a chain and lock.

Dinghy Specifications: The dinghy shall be no more than 60 inches in width and no longer than 10 feet in length. The dinghy must meet the U.S. Coast Guard safety standards and shall be cream or white in color. Canoes, kayaks, or any other types of watercraft not specified will not be allowed.

Any mooring holder that does not comply with the dinghy storage requirements and/or specifications will be notified of the non-compliance and be ordered to correct the issue immediately. The mooring holder will be responsible for any and all costs incurred by the City to remedy the non-compliance.

11. Mooring Area. The City will provide and maintain U.S. Coast Guard approved marking buoys around the mooring area.

12. Removal during July fireworks. All boats and dinghies shall be removed from the mooring area and the dinghy storage area by 4:00 p.m. on the day of the July fireworks. If not moved, the boat will be towed from the area or the dinghy removed from the dinghy storage area at the owner's expense. (Note: This is effective starting with the 2002 season by order of the U.S. Coast Guard.)

13. Vacant Mooring. If mooring is not in use/or to be used by June 1, written explanation shall be given by the mooring permit holder to the Director of Parks & Public Works. Usage of the moorings will be checked periodically by the Parks Department. If the Parks Department observes a mooring is vacant for more than two (2) consecutive weeks after June 1, and the permit holder has not provided the Director of Parks & Public Works with a written explanation of the absence, the permit holder shall be notified by e-mail or certified mail that their permit is null and void unless the mooring is put into use by the designated permit holder within five (5) days of receipt of the letter.

14. Boat Decals. All moorings, boats and dinghies shall be marked appropriately with decals as provided by the City.

15. Improper Mooring. If it is determined that any sailboats are moored improperly, the City may correct such placement at owner's expense, having given reasonable notification.

# CITY OF HUDSON ISSUE SHEET

Submitted to: Common Council	Date: 1-15-2016
Submitted by: Park Board	
Regarding: 2016 Park User Fees	

Attached are the proposed 2016 Park User fees.

The Park Board met on January 12, 2016 and recommended no changes to the fees for reserving the park pavilions, bandshell, fields and light usage.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: To recommend approval of the 2016 Park User Fees.

COMMITTEE RECOMMENDATION: MOTION by Hall, second by O'Keefe to recommend approval of the proposed 2016 Park User Fees. MOTION CARRIED.

CITY OF HUDSON PARKS RECREATION DEPARTMENT  
-2016 GENERAL PARK FEE INFORMATION-

<b>BURTON FIELD:</b>		
<b>Daily Diamond Fee:</b>	Resident	\$15.00
	Non-Resident	\$15.00
<b>GRANDVIEW PARK:</b>		
<b>Adult Softball</b>	Per day/night field use per field	\$30.00
<b>School District</b>	Per day use per field	\$30.00
<b>Hudson Boosters</b>	(Youth Programs) Per day/night per field	\$30.00
<b>Light use per field</b>		\$46.50
<b>Field prep per field</b>		\$25.00
<b>Line marker</b>		City Cost - Billed Back
<b>Tournament Fees:</b>	Non-local groups, for profit	
All City per day/night field		\$101.50
Non-City Resident per field 4+ hours		\$108.00
<b>LAKEFRONT PARK BANDHSELL:</b>		
<b>Hudson non-profit</b>	Fee	\$150.00
	Deposit	\$150.00
<b>Hudson for profit</b>	1/2 Day Fee (1-3 Hours)	\$250.00
	Daily Fee	\$450.00
	Mult Day Fee	\$650.00
	Security Deposit	\$375.00
<b>City Events</b> (Boosters/Chamber/Etc)	(same as "Hudson for profit" & deposit)	
<b>Volleyball Court</b>		\$10.00
<b>ALL SMALL PAVILIONS</b>		
	City Resident	\$25.00
	Non-City Resident	\$35.00
	Additonal Tables (each plus "Special Service Charge")	\$10.00
<b>PROSPECT PARK</b>		
<b>Large Pavilion</b>	City Resident	\$100.00
	Non-City Resident	\$225.00
	Security Deposit	\$100.00
<b>Small Pavilion</b>	(See "All Small Pavilions")	
<b>Both Pavilions</b>	City Resident	\$110.00
	Non-City Resident	\$250.00
	Security Deposit	\$100.00

CITY OF HUDSON PARKS RECREATION DEPARTMENT  
-2016 GENERAL PARK FEE INFORMATION-

<b><u>WEITKAMP PARK</u></b>		
<b>Large Pavilion</b>	City Resident	\$125.00
	Non-City Resident	\$250.00
	Security Deposit	\$200.00
<b>Small Pavilion</b>	(See "All Small Pavilions")	
<b>Both Pavilions</b>	City Resident	\$135.00
	Non-City Resident	\$275.00
	Security Deposit	\$200.00
<b><u>BIRKMOSE PARK &amp; PROSPECT PARK OVERLOOK WEDDINGS</u></b>		
	City Resident	\$75.00
	Non-City Resident	\$125.00
	Security Deposit	\$200.00
	Rehearsal Fee (per hour)	\$35.00
<b><u>LAKEFRONT PARK BANDSHELL WEDDINGS</u></b>		
	City Resident	\$200.00
	Non-City Resident	\$400.00
	Security Deposit	\$350.00
	Rehearsal Fee (per hour)	\$50.00
<b><u>OTHER FEES</u></b>		
<b>Cancellation Fees</b>	(large pavilion & wedding areas only)	\$40.00
<b>Special Service Charge</b>	Extra cost for additional tables, cans, locates, etc.	\$25.00

# CITY OF HUDSON ISSUE SHEET

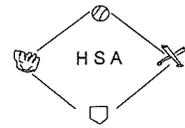
Submitted to: Common Council	Date: 1-15-2016
Submitted by: Park Board	
Regarding: 2016 Grandview Park Concessions Agreement	

A request from Hudson Softball Association (HSA) was received requesting renewal of the Grandview Park Concessions for 2016. Noted the Agreement stated that HSA will provide monthly financial sales of 6% as payment to the City.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: To recommend approval of the 2016 Grandview Park Concessions Agreement with the Hudson Softball Association.

COMMITTEE RECOMMENDATION: MOTION by Hall, second by Erickson to recommend approval of the 2016 Grandview Park Concessions agreement with the Hudson Softball Association and to recommend 6% of all monthly sales be submitted to the City as stated in the Agreement. MOTION CARRIED.



Hudson Softball Association, Inc.  
[www.Hudsonsoftball.com](http://www.Hudsonsoftball.com)

December 14, 2015

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To: Whom it Concerns,

The Hudson Softball Association would like to renew our contract for the concession stand at the Hudson Grandview Softball Field complex for the 2016 Season.

Thanks,

HSA Commissioners

Bill Kotz,  
Tom Demma,  
Derek Rasmussen,  
Anthony Powell

## 2016 GRANDVIEW PARK CONCESSION AGREEMENT

This Concession Agreement entered into this \_\_\_ day of \_\_\_\_\_, between the City of Hudson with its offices at 505 Third Street, Hudson, Wisconsin 54016, herein designated "CITY," and Hudson Softball Association Inc., a non-profit corporation, hereinafter designated "CONCESSIONAIRE." For and in consideration of the mutual covenants and conditions hereafter set forth, the City does hereby grant unto the Concessionaire the right and privilege to operate the concession stand building in Grandview Park for the 2016 concession year, upon the terms, conditions and covenants herein contained.

**1. DESCRIPTION OF PREMISES.** For purposes of this concession agreement, the concession stand to be occupied by the Concessionaire and used for the purposes as provided for in this agreement is set forth on the building drawing attached hereto and incorporated herein by reference as Exhibit "A".

**2. TERM.** The term of this agreement shall be for the period commencing May 1, 2016 to October 31, 2016. In the event that the Concessionaire desires to extend this agreement for an additional term, the Concessionaire shall request such an extension on or before March 1, 2017. Thereafter, the parties shall negotiate the terms of any renewal agreement. The City may, but is not obligated to, grant an extension or renewal of this agreement.

**3. HOURS OF OPERATION.** The concession stand may be open during any organized play at Grandview Park. The sale of fermented malt beverages may occur only when an adult league activity is occurring at the park. Sales may commence fifteen (15) minutes before the start of the adult activity and thirty minutes after the completion of the adult activity, or at the park closing time of 11:00 p.m., whichever shall occur first.

**4. PAYMENT.** For and in consideration of the privileges granted herein, Concessionaire shall pay to the City 6 % of the gross revenues of all sales including the sale of canned, fermented malt beverages. A monthly financial sales report and payment shall be provided to the City within five (5) days after the end of the months of May, June, July, August, and September. Failure to provide monthly sales reports shall be considered a breach of the agreement and subject to termination as outlined in paragraph 26 of this agreement. A final payment and report shall be due on October 31, 2016. Payments under this paragraph shall be exclusive of the user fees paid to the City by the Hudson Softball Association for use of the Grandview Park facility. The City shall bill the Hudson Softball Association separately the user fees and any other services.

The City's share of concession revenues received under this section shall be placed in a non-lapsing account designated for Grandview Park maintenance and improvements.

**5. PERFORMANCE BOND.** Prior to commencement of any sales, the Concessionaire shall deposit with the City the sum of \$250.00, to be held as a security deposit. The

Concessionaire shall be returned the security deposit providing there are no other charges due and owing from the Concessionaire to the City.

**6. INDEMNIFICATION.** The Concessionaire agrees to indemnify and save harmless the City against any cause of action, claim, damage, costs or expense, including reasonable attorney fees, arising out of its management and operation of the concession stand or from any breach or default by the Concessionaire in the performance of this agreement or from any other negligence of the Concessionaire in its operation of the premises.

**7. INSURANCE.** Concessionaire agrees that it will place and keep in effect during the terms of this agreement a comprehensive general liability policy covering the premises and providing insurance coverage with minimum limits of liability for bodily injury to one person in the amount of \$500,000.00 and bodily injury to any group of persons as a result of one accident in the amount of \$1,000,000.00. The Concessionaire agrees that the City shall be named as an additional insured without cost or expense to the City. Concessionaire agrees that it will place and keep in effect during the term hereof a liability policy providing insurance coverage for damage to property in the amount of \$100,000.00.

All insurance requirements set forth in the preceding paragraph shall be placed with responsible insurance companies approved by the City, which approval shall not be unreasonably withheld, and authorized to do business in the State of Wisconsin, and shall be in a form approved by the City. All such policies or certificates of insurance evidenced in such coverage shall be deposited with the City and maintained during the term of this lease. Said insurance shall not be subject to cancellation except for thirty (30) days prior written notice to the City. The concession stand may not operate until city has been provided with certificate of insurance.

**8. UTILITIES.** The City shall provide and pay for all electrical, water and sanitary sewer charges and expenses for the building.

**9. NO PARTNERSHIP.** Any intention to create a joint venture, partnership or agency relationship between the City and Concessionaire is hereby expressly disclaimed.

**10. INDEPENDENT CONTRACTOR.** The status of the Concessionaire is that of independent contractor. The Concessionaire further agrees that Concessionaire shall not:

- A. Create any lien or security interest on any property owned by the City.
- B. Make any agreement or bill any work, product or services to the City.
- C. Represent Concessionaire as a representative, agent or employee of the City.

**11. WORKER COMPENSATION INSURANCE.** If required by Wisconsin law, the Concessionaire shall provide Worker Compensation insurance for its employees or members exercising employee functions under the terms of this agreement and if wages are provided such individuals. Concessionaire shall comply with all federal and state rules regarding social security and withholding of income taxes.

**12. NONDISCRIMINATION.** The Concessionaire agrees not to discriminate against any employee, applicant for employment, or patron because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin.

**13. PERSONAL PROPERTY.** The Concessionaire shall furnish all personal property necessary for the operation of the concession-stand. The Concessionaire may remove this property at any time during the lease, and upon termination of the lease within a reasonable time as required by the City. The Concessionaire shall not at any time remove any fixture or property of the City. Any personal property or other fixture installed by the Concessionaire on the premises which the City determines cannot be removed without damage to the premises shall not be removed and shall become the property of the City at no cost to the City. The Concessionaire shall notify the City ten (10) days prior to any such planned removal. All sink, window fixtures, receptacles, lights or other attached fixtures installed by the City shall remain on the premises.

**14. CLEANING AND MAINTENANCE.** The Concessionaire will be responsible for the cleaning of the concession stand building including the concession area and storage area. The following items would be included in this section:

- A. The concession area shall be cleaned and sanitized by the Concessionaire when sales have stopped and prior to leaving for the day such that they are cleaned and sanitized for the next day's usage. Tasks included in this item, but not limited to, cleaning and rinsing of floors, sanitizing of counters, and floor sweeping.
- B. The building interior and immediate area around the concession building shall be kept free of refuse and litter by the Concessionaire. This includes refuse and litter in dugout or player areas. Concessionaire will also be responsible for emptying trash receptacles in this area each day after activity is complete and placing bags in dumpsters within park boundaries. All refuse will be bagged. City will provide refuse receptacles and recycling receptacles. In the event refuse and litter is not picked up, trash receptacles not emptied, and/or recycling receptacles not emptied, and/or not transported to the parks dumpsters the Concessionaire shall be billed for the cleanup work at the City's of Hudson's annual service charge rates. Payment for cleanup work shall be paid within 14 days of billing. Failure to pay such billings will constitute a breach of the agreement and remedies will be sought as outlined in paragraph 26.

C. The City shall supply the following items and services for maintenance of the concession stand and building restrooms:

1. Hand soap dispensers, soap, towels, toilet paper, urinal blocks and all other restroom facility supplies
2. Light bulbs for building/restroom lights
3. Mop, pail, bucket for floor cleaning

D. At the end of Hudson Softball Association or Concessionaire activity each day, the Concessionaire will be responsible for locking and securing the park building and restrooms. The rest rooms shall be opened daily by City for park activities.

**15. SIGNAGE AND ADVERTISING.** The erection of signs and advertising or display material will be prohibited on the building exterior or park grounds unless approved by the City. All signs, advertising, and display materials shall be restricted to the interior of the concession stand.

**16. ALTERATIONS.** The Concessionaire shall not make any alterations, improvements, additions or changes to the premises without the express written consent of the City. Repairs to City owned items in the concession stand area shall be done by the City within a reasonable period of time.

**17. GRANDVIEW PARK COMPLEX.** The development, management, and administration of Grandview Park shall remain exclusively under the jurisdiction of the City, and the Concessionaire shall manage only the premises designated for the concession stand, and operation of league play and tournaments occurring at Grandview Park.

**18. RIGHT OF ENTRY.** The City shall have the right to enter the premises at any reasonable time, upon reasonable notice, and for the purpose of inspection or making repairs or improvements, which the City deems necessary.

In the event of emergency, the City may order the closing of the concession stand on a temporary basis.

**19. USE BY OTHERS.** The City retains the right to allow the Hudson Boosters to operate the concession stand for four (4) weekend tournaments during the season. Other tournaments by other than the HSA may also be allowed if the facility is available. The Concessionaire shall cooperate with the Hudson Boosters on the operation of the concession stand and building for these events.

In the event that the Hudson Boosters operate the concession stand as provided above, a concession representative licensed by the City as an "operator" shall be present at all times that the sale of fermented malt beverages is occurring. This shall apply to any other events at which fermented malt beverages are sold.

**20. DESTRUCTION OF PREMISES.** In the event that Grandview Park, or a part thereof, is damaged or destroyed by fire, wind, flood, or other unavoidable casualty so as to render it wholly unfit for operation, this agreement shall terminate; and the City shall refund any prepaid fees paid hereunder. The City shall not have any obligation to replace, restore, rebuild, or substantially repair the damaged premises.

**21. NO WASTE OR NUISANCE.** The Concessionaire shall not cause or allow any waste or nuisance upon the premises. No refuse shall be left in the building overnight. The Concessionaire shall not permit any disorderly conduct or behavior in the immediate area of the concession stand or playing fields. Any radio, stereo, or public address system played in the concession stand or playing field area shall be at a reasonable level of volume. The City may order the use of any of these devices to be discontinued if it creates a nuisance for the surrounding area.

The Concessionaire shall maintain all properties that are subject to this agreement in their present condition; ordinary wear and tear accepted, and shall maintain high standards of cleanliness and sanitation. Garbage must be placed in specific receptacles and shall not be allowed to collect in the facility.

The City and Concessionaire encourage recycling of refuse materials. All recyclable materials generated by concession stand operations shall be properly sorted and deposited in the recycling dumpster which shall be located on park grounds. Park visitors and users will be encouraged to recycle through signage and placement of labeled refuse containers for recyclable materials. The Concessionaire has first right to recyclable materials provided they are removed from park premises on a daily basis. The City will furnish a minimum of two (2) containers for aluminum cans at the concession stand.

**22. FIRE EXTINGUISHER.** The City shall provide one (1) fire extinguisher for the premises, which will be located in the concession area. The extinguisher will remain the property of the City, and all service work and refilling of the extinguisher shall be done by the City, unless the extinguisher is used in an improper manner by the Concessionaire or person involved in Hudson Softball Association activities.

**23. CONCESSION SALES.**

A. The following items MAY NOT be sold by the Concessionaire:

1. Any type of fireworks

2. Any other item dangerous, offensive, or inappropriate to a proper and safe park environment
  3. Any food items which require the use and installation of an overhead exhaust fan system
- B. All other food and concession items shall be allowed.
- C. A list of items and purchase prices shall be submitted to the City (Parks Director) for approval before the start of operation. Prices shall be similar to those charged at other retail establishments in the area.
- D. **SALE OF ALCOHOLIC BEVERAGES:** The Hudson Softball Association shall obtain a Class B Beer license and be allowed to sell fermented malt beverages (beer) with the following regulations:
1. Beer may be sold beginning fifteen (15) minutes before the start of an adult league activity. Sales will end thirty (30) minutes after the completion of adult activity, or the park closing time of 11:00 p.m., whichever comes first.
  2. Beer will be sold in twelve (12) ounce, single cans only. It will **NOT** be sold in cups, pitchers, 6 packs, 12 packs, cases, or larger quantities. Beer will be sold at a price in line with those at area establishments, and there will not be special promotions such as "two for one, or happy hours." The only signs allowed for the sale of beer will be informational (price and product for sale).
  3. "Carry In" of alcoholic beverages will be prohibited through a policy regulated by the Concessionaire. This policy shall be aggressively enforced. Failure to do so may be considered a breach of the agreement.
  4. Consumption of alcoholic beverages purchased at the concession stand will be restricted to the immediate area of the playing fields.
  5. When other than adult activity is occurring on all fields, beer may not be sold.
  6. When Hudson High School play is occurring on any field, beer shall not be sold. **Sales shall not commence until all playing fields have been vacated by high school**

**players**, and players have vacated the dugouts and immediate playing area.

**24. PLAYING FIELD AND PARK MAINTENANCE RESPONSIBILITIES:**

A. The City shall:

1. Cut the grass, provide weed control and trimming.
2. Fertilize the outfields a minimum of two (2) times per year, and roll them one (1) time.
3. Water the grass when necessary.
4. Provide and apply infield dirt when necessary.

B. The Concessionaire shall:

1. Remove refuse from dugouts (player areas) and infields after Concessionaire activity.

It is the intention of the Concessionaire and Hudson Parks Department and that a cooperative attitude exists between the parties with the common goal of providing an aesthetic and well maintained facility.

**25. SIGNAGE.** All regulatory signage will be provided and placed by the City. Banners and other signs announcing tournament registration and information must be in compliance with the City Sign Ordinance shall be allowed on the property.

**26. REMEDIES OF CITY.** In the event during the term of this agreement:

- A. Concessionaire has failed to pay a fee installment, with such breach having continued after five (5) day written notice, or,
- B. Concessionaire has failed to comply with any other provision of this agreement and shall not have cured such failure within five (5) days after City, by written notice, has informed Concessionaire of such non-compliance; or,
- C. Concessionaire ceases to conduct its normal business operations in the concession area or has vacated or abandoned the premises; or,
- D. Concessionaire does or permits to be done anything which creates a lien upon the premises of the City.

- E. Violates any provision of the Hudson Municipal Code or Chapter 125 of Wisconsin Statutes.
- F. Fails to provide monthly sales reports, as outlined in paragraph 4, shall be considered a breach, with the agreement being subject to cancellation.

The City, upon five (5) days written notice to Concessionaire, may elect to cancel and terminate this agreement. The Concessionaire shall forfeit Concessionaire's security deposit and performance bond and the City may re-enter into possession and may operate the concession stand itself or enter a new agreement with another party for the remainder of the term.

No right or remedy herein conferred upon or reserved to the City is intended to be exclusive of any other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

**27. PARK BOARD.** The Concessionaire shall meet with the Park Board to discuss the concession stand operation and this agreement on an annual basis.

**28. SURRENDER.** Within one (1) week of the end of operations herein defined, the Concessionaire shall peaceably surrender the premises and shall remove all of Concessionaire's property; and the City shall conduct a final inspection and shall provide Concessionaire with a written report for any deductions from the security deposit and performance bond, and the balance thereof shall be returned to the Concessionaire with such written report.

**29. AMENDMENTS.** Any amendment to this agreement shall be in writing and shall be signed by both parties.

**IN WITNESS THEREOF**, the said parties have executed this agreement this \_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF HUDSON**

**CONCESSIONAIRE/REPRESENTATIVE  
Hudson Softball Association**

\_\_\_\_\_  
Al Burchill, Mayor

\_\_\_\_\_  
Name- Contact Person

\_\_\_\_\_  
Devin Willi, City Administrator

Signatures authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**CONCESSIONAIRE/REPRESENTATIVE – CONTACT INFORMATION**

\_\_\_\_\_  
1. CONTACT PERSON NAME/PHONE

\_\_\_\_\_  
2. CONTACT PERSON NAME/PHONE

# CITY OF HUDSON ISSUE SHEET

Submitted to: Common Council	Date: January 15, 2016
Submitted by: Park Board	
Regarding: 2016 Boat Launch Fees	

The Park Board met on 1-12-2016 to discuss the following:

The Current 2015 fees are as follows – these were changed in 2012 in accordance with WI DNR NR 1.91:

BOAT LAUNCH PARKING	(Fees regulated by Wisconsin DNR – NR 1.91)	
Daily Fee:	City Resident	\$7.00
	Non-City Resident	\$10.50
Season Pass:	City Resident	\$70.00
	Non-City Resident	\$105.00

The fees are governed under section NR 1.91(11) of the Wisconsin Administrative Code that allows a base fee equal to the daily state park entrance fee for residents (currently \$7.00) and up to 150% of the base fee for non-city residents. All launch fees include parking, and a separate fee for parking cannot be imposed. If a daily launch fee is charged, a season pass shall be provided for both residents and non-residents.

Below are the current WI State Parks rates for 2016:

Vehicle admission sticker fees	Daily
Vehicle with WI license plates	\$8
Vehicle with out-of-state plates	\$11

**NR.191(11) BOAT LAUNCHING FEES.** The department encourages free boat launching. A reasonable launch fee may be charged under authority of s. [30.77](#), Stats., for the purpose of operating and maintaining a boat access site owned or operated by municipalities, lake management districts and other access providers meeting the provisions of sub. [\(7\)](#). Charging excessive, unjustified or unreasonable boat launching fees restricts or prohibits public boating access and use of navigable waters in the state. A reasonable launch fee for the purposes of s. [30.77](#), Stats., is one that does not exceed the maximum allowable amount under the following criteria:

- (a) *Base fee.* A base is that fee that is charged a state resident vehicle for entrance to the state parks.
- (b) *Public boating access surcharges.* Municipalities, lake management districts and other public boating access providers that maintain any of the following services may add to the base fee not more than the following surcharges for vehicles with trailers. No more than the base fee may be charged for non-motorized or non-trailer boats.
  1. Attendant when on duty .20 X Base
  2. On-site toilet facilities .20 X Base

- 3. Great Lakes sites .30 X Base
- 4. Boats 20 ft. in length or more but less than 26 ft. .30 X Base
- 5. Boats 26 ft. or greater in length .60 X Base
- (c) *Daily launch fee.* The total of base fee and all applicable surcharges, rounded to the nearest quarter of a dollar, shall constitute the daily launch fee. A daily launch fee that is paid shall be valid for all boat access facilities provided by the issuing authority for that day. If different fees are charged by the issuing authority for different access sites, the higher fee shall be allowed for use of all the sites.
- (d) *Season pass.* If a launch fee is charged, a season pass at a fee not to exceed 10 times the daily launch fee shall be provided for both residents and non-residents. A mechanism to obtain a season pass shall be provided by the public access provider at the launch site.
- (e) *Prior approval required.* Each public boating access provider charging a launch fee in excess of the resident state park daily entrance fee shall provide its fee schedule to the department for approval prior to its adoption. The fee schedule shall be submitted on department forms available from [the] department's central office. Department approval shall be based solely on demonstration that the provider maintains the facilities or services described in par. (b) that justify charges in excess of the resident state park daily entrance fee and that a season pass is available.

**Note:** A missing word is shown in brackets.

**Note:** The department's mailing address is: Department of Natural Resources, P.O. Box 7921, Madison, WI 53707.

- (f) *Existing approved fee structures.* Reasonable fees under pars. (a) to (e), do not apply to access sites which the department has determined in a written decision to have a reasonable fee prior to the effective date of this rule.
- (g) *Differential fee based on residency.* Local units of government, including lake management districts, which maintain and operate public boating access sites, may charge differential fees on the basis of residency within the unit of government maintaining or operating the access. If a fee is charged, the fees for a nonresident may not exceed 150% of the fee charged a resident and nonresident fees may not exceed the maximum allowable amounts except when par. (b) 4. or 5. are applicable.

Note: For example, with a daily resident entrance fee of \$4.00 for state parks, at an access site on an inland lake with an attendant on duty and toilet facilities, a launch fee for an 18 foot boat may be as high as \$5.50 (4 + 0.2 (4) + 0.2 (4), rounded to nearest 0.25) for both residents and non-residents, and for a 26 foot boat as high as \$8.00 (4 + 0.2 (4) + 0.2 (4) + 0.6 (4), rounded to nearest 0.25) for residents and \$12.00 (8 x 1.5, rounded to nearest 0.25) for non-residents.

**History:** Cr. [Register, October, 1977, No. 262](#), eff. 11-1-77; r. and recr. [Register, March, 1994, No. 459](#), eff. 4-1-94; am. (2) (d), [Register, June, 1995](#), eff. 7-1-95; correction in (6) (a) and (8) (intro.) made under s. 13.93 (2m) (b) 7., Stats., [Register, September, 1999, No. 525](#); correction in (8) made under s. 13.93 (2m) (b) 7., Stats., [Register September 2004 No. 585](#); correction in (8) made under s. 13.92 (4) (b) 7., Stats., [Register February 2012 No. 674](#).

**STAFF RECOMMENDATION:** To discuss whether to increase the 2016 Boat Launch fees for city residents and non-city residents.

**COMMITTEE RECOMMENDATION:** MOTION by Hall, second by Erickson to recommend an increase to the daily boat launch fees and season passes as follows, contingent on approval by the DNR:

Daily Passes - City Resident	\$ 8.00	Non-City Resident	\$12.00
Season Pass	\$80.00	Non-City Resident	\$120.00

MOTION CARRIED.

## COUNCIL/COMMITTEE ISSUES

**SUBMITTED TO:** COMMON COUNCIL                      **DATE:** 01/20/2016

**SUBMITTED BY:** CITY CLERK LEANNE ADDY

**REGARDING:** SECONDHAND JEWELRY DEALER

**ISSUE:** An application has been received for Secondhand Jewelry Dealer's License for the period 1/26/16 through 12/31/16.

The application is on file in the Clerk's office and has been approved for the standard background check.

**BUDGET IMPACT:** None

**FUNDING SOURCE:** None

**RECOMMENDATION:** Approve the application for a Secondhand Jewelry Dealer License for David Inlow, Richard Jewlers Inc. DBA Inlow Design Jewelers located at 523 2<sup>nd</sup> Street for the period January 26, 2016 through December 31, 2016 contingent on payment of any outstanding debt owed to the City.