

**Agenda for a Regular Meeting of the  
Common Council of the City of Hudson  
Council Chambers of City Hall, 505 Third Street  
6:55 p.m. February 22, 2016**

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

1. Call to Order
2. Pledge of Allegiance
3. Clerk's Roll Call
4. [Public Hearing regarding the consideration of the Common Council to dispose of city park property](#)
5. [Comments and Suggestions from Citizens Present](#)  
Comments are limited to five (5) minutes; must address items not listed on the agenda; are limited to issues that have an impact of the City of Hudson, and that the Common Council may address at a future meeting, and must not include endorsements of any candidates or other electioneering. An exception to the five (5) minute limit may be made at the discretion of the Mayor.
6. [Discussion and Possible Action on Consent Agenda Items](#)  
A motion, second and majority roll call vote of the Council will approve all of the following items listed. Any item may be pulled from the list and handled separately.
  - [A. Minutes from the Regular Meeting of February 8, 2016](#)
  - [B. Claims](#)
  - [C. Operator's Licenses](#)
  - [D. Approval for change of agent to Ernest Betker at the Wine Station Hudson, LLC. d/b/a Negret Wine Company, 310 Second Street, Hudson, WI](#)
  - [E. Dunn Brothers Coffee Request for 10-minute parking spots](#)
  - [F. Halos of Hudson 5K Run/Walk](#)
  - [G. Hudson School of Gymnastics Color Dash](#)
  - [H. Yellowstone Trail Event – June 11-12, 2016 and designate it as a Community Event](#)
  - [I. RiverFest 2016 – July 19-24, 2016 and designate it as a Community Event](#)
  - [J. Utility Commission Report and Minutes](#)
7. [Presentation of Pre-Sale Report by Sean Lentz of Ehlers Associates regarding possible bonding for Vine Street Project.](#)
8. [Discussion and Possible Action on Resolutions related to Vine Street Project](#)
  - [A. Resolution 4-16: Initial Resolution Authorizing the Preliminary Issuance of General Obligation Bonds for Street Improvement Projects in a Maximum Principal Amount of \\$3,110,000](#)
  - [B. Resolution 5-16: Resolution Directing Publication of Notice to Electors](#)
  - [C. Resolution 6-16: Resolution Providing for the Sale of General Obligation Street Improvement Bonds, Series 2016A, in the Maximum Principal Amount of \\$3,110,000](#)
9. [Plan Commission](#)
  - [A. Discussion and possible action on a certified survey map \(CSM\), two commercial lots \(1.782 acres for proposed 125-155-175 2<sup>nd</sup> Street S and 1.609 acres for 201 2<sup>nd</sup> Street S\) – Michael Leverty/MLME Holdings](#)

- B. Discussion and Possible Action on the request from Tyrell & Jennifer Gaffer to acquire park property between 236 Coulee Road and 202 Coulee Road – Tyrell/Jennifer Gaffer

10. Finance Committee

- A. Discussion and Possible Action on 2016 Community Subsidies Budget
- B. Discussion and Possible Action on awarding the proposal for the proposal marked “Sensus Meters, Base Stations & Antennas” from HD Supply
- C. Discussion and Possible Action to approve the proposal marked “Water Meter Replacement & Cross Connection Inspections Program” from Hydro Corp
- D. Discussion and Possible Action to authorize the Utility Director to advertise for a Utility Operator (non-certified), conduct interviews, and make a recommendation to the Utility Commission
- E. Discussion and Possible Action on request for Funding USGS Willow River Stream Gauge by the Lake Mallalieu Property Owners Association
- F. Discussion and Possible Action on the application of Foster, Peter T. d/b/a Del Este Small Plates & Lounge for a Class “B” fermented malt beverage and Class “B” liquor license (Reserve) at 212 Walnut Street and request for an extension of the timely start of business
- G. Discussion and Possible Action on filling City Hall Maintenance Position
- H. Discussion and Possible Action on the Increase of OWI Bond Amounts
- I. Discussion and Possible Action to Approve the Letter of Engagement for Engineering Services with Bolton & Menk for Tower Road Reconstruction

11. Public Works Committee

- A. Discussion and Possible Action on the 4-Post Mobile Hoist

12. Park Board

- A. Discussion and Possible Action to approve the Hudson Boosters request to purchase and install a batting cage at Grandview Park
- B. Discussion and Possible Action to approve the request by the Giggle Factory to operate concessions at Lakefront Park concessions for the 2016 season

13. Unfinished Business

- A. Discussion and Possible Action on Tower Road Reconstruction Agreement – Amended
- B. Discussion and Possible Action on Public Works Recommendation regarding Vine Street Project
- C. Discussion and Possible Action on the approval of Final Plans and Specifications for the Vine Street Project and authorize the Advertisement for Bids

14. New Business

- A. Discussion and Possible Action on Resolution 3-16: Wisconsin Department of Transportation (WisDOT) 2016-2020 Transportation Alternatives Program (TAP) Award Cycle

15. Communications and Recommendations of the Mayor

16. Communications and Items for Future Agendas – Common Council Members

17. Communications and Items for Future Agendas – City Attorney and/or City Staff

18. Discussion and Possible Action on entering into Closed Session pursuant to Wis. Stats. 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public

funds or conducting other specified public business, whenever competitive or bargaining reasons require a closed session regarding property located at 1201 Livingstone Road.

19. Discussion and Possible Action to Reconvene in Open Session for any discussion and possible action on closed session items

20. Adjournment

Alan D. Burchill, Mayor

Posted in City Hall lobbies and emailed to Hudson Star-Observer on February 19, 2016

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 or at [cityclerk@ci.hudson.wi.us](mailto:cityclerk@ci.hudson.wi.us)

**NOTICE OF PUBLIC HEARING  
COMMON COUNCIL, CITY OF HUDSON, WISCONSIN**

Notice is hereby given, that the Common Council of the City of Hudson, Wisconsin will hold a public hearing on Monday, February 22, 2016, 6:55 p.m. to invite public comment in regard to the consideration of the Common Council to dispose of city park property. The property is part of Birkmose Park that abuts Coulee Road between the Historic Casanova Liquor, 236 Coulee Road and an adjacent residential lot at 202 Coulee Road. If you have any questions in regard to this matter you may contact Dennis Darnold, Community Development Director, 715/386-4776 x160 or [ddarnold@ci.hudson.wi.us](mailto:ddarnold@ci.hudson.wi.us).

Dated this 28<sup>th</sup> day of January, 2016  
LeAnne Addy, City Clerk

Publish Class II notice, February 4, 2016 and February 11, 2016 in *Star-Observer*; send affidavit of publication

Forwarded to Star-Observer, 1-28-16,  
Posted in city hall lobbies, 1-28-16

CC: Mayor and Common Council  
Devin Willi, City Administrator  
Catherine Munkittrick, City Attorney  
Tom Zeuli, Director of Parks and Public Works  
Dennis Darnold, Community Development Director

Adjacent properties

REGULAR MEETING OF THE COMMON COUNCIL  
CITY OF HUDSON  
February 8, 2016

DRAFT/UNAPPROVED

The Common Council meeting was called to order by Mayor Burchill in the Council Chambers of City Hall at 7:00 p.m.; he led those present in the Pledge of Allegiance.

PRESENT: Mayor Burchill and Alderpersons Randy Morrisette, Bill Alms, John Hoggatt, Tom McCormick, Jim Webber, and Joyce Hall.

ABSENT/EXCUSED: None.

OTHERS PRESENT: Catherine Munkittrick, Devin Willi, LeAnne Addy, Lt. Geoff Willems, Tom Syfko, Tom Zeuli, Dennis Darnold, Randy Hanson, and others.

Comments and Suggestions from Citizens Present: Sgt. Hartman introduced the members of the Explorer Program through the Police Department. He stated that they attended the 2016 Conference and won several awards. The Mayor congratulated the students and Sgt. Hartman on the great job they are doing. Mr. Jim Thomas was present and discussed the Lake Mallalieu dam and the costs associated with it. He will be bringing the information to the Finance Committee.

Consent Agenda items: MOTION by Morrisette, second by Hoggatt to approve the following consent agenda items:

Minutes from Past Meetings: Approve the Regular meeting minutes of January 25, 2016.

Claims:

COUNCIL CLAIMS - FEBRUARY 8, 2016

Fund		A/P Amounts	P/R Amounts	Totals
100	General	117,939.39	163,983.53	281,922.92
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	53,298.95	910.78	54,209.73
490	Biosolids	18,180.39	0.00	18,180.39
610	Sewer	194,543.10	10,747.16	205,290.26
620	Parking	4,822.49	1,306.84	6,129.33
640	Storm Sewer	164.37	103.72	268.09
630	Ambulance	6,856.55	27,594.62	34,451.17
860	Tax Agency	0.00	0.00	0.00
<b>Totals</b>		<b>\$ 395,805.24</b>	<b>\$ 204,646.65</b>	<b>\$ 600,451.89</b>

REGULAR MEETING OF THE COMMON COUNCIL  
CITY OF HUDSON  
February 8, 2016

DRAFT/UNAPPROVED

Operator's License: Contingent on payment of any outstanding debt owed to the City and successful completion of the background check, approve the issuance of 1 Regular Operator License for the period February 9, 2016 to June 30, 2017 to: Jack Peltier.

Extension of Liquor License for Mallory's to May 31, 2016: To approve the extension to the timely start-up ordinance requirement until May 31, 2016.

Continuation of the conditional use permit for a seasonal/temporary garden center, Plaza 94 south parking lot (1800 Ward Avenue) - Plant Place, Inc.: Recommend the continuation of the conditional use permit for the seasonal garden center as proposed by Plant Place, Inc. with the same general time period and with signage to be approved by the community development director.

Approval of Unaffiliated Election Inspectors for 2016-2017: Marya Smith has expressed interest in being appointed as an Election Inspector. If approved by Council, her term would be effective from February 9, 2016 through December 31, 2017, with the additional consideration that she may also serve as Special Registration Deputy or Special Voting Deputy, as needed, for election related duties at the qualifying Community Based Residential Facilities after training has been successfully completed.

Roll Call vote taken, all ayes (6) MOTION CARRIED.

Discussion and possible action on a final plat for Heritage Cottages Subdivision First Addition, nine (9) one-family lots and dedication of Promise Boulevard right-of-way - Creative Home Construction Inv, LLC: Mr. Darnold discussed the final plat for Heritage Cottages Subdivision First Addition. MOTION by Morrisette, second by Alms to approve the final plat for Heritage Cottages Subdivision First Addition creating (9) one-family residential lots and the extension of Promise Boulevard with the conditions on the Issue Sheet and a surety of 120% of the estimated costs. All ayes (6) MOTION CARRIED.

Discussion and possible action on an application for a conditional use permit for a planned residential development preliminary master plan, 145 one-family residences, Carmichael Ridge, north of Coulee Road and west of Carmichael Road - M/I Homes: Mr. Darnold discussed the conditional use permit for a planned residential development preliminary master plan, 145 one-family residences, Carmichael Ridge, north of Coulee Road and west of Carmichael Road - M/I Homes. He stated all the committee recommendations. MOTION by Morrisette, second by Webber to approve the conditional use permit with the staff and committee recommendations. All ayes (6) MOTION CARRIED.

REGULAR MEETING OF THE COMMON COUNCIL  
CITY OF HUDSON  
February 8, 2016

DRAFT/UNAPPROVED

Discussion and Possible Action to approve bids for Hoist purchase contingent on determining a funding source: This item was removed.

Discussion and Possible Action to approve to offer the EMS Operations Supervisor: MOTION by Morrisette, second by Hoggatt to approve to offer the EMS Operations Supervisor Position to Josh Olson. All ayes (6) MOTION CARRIED.

Discussion and Possible Action on Vine Street Reconstruction Project: Mr. Syfko discussed the Vine Street Reconstruction Project. Many residents from the Vine Street area spoke regarding the parking issues, bike lanes, and the safety of the bikers. Hoggatt spoke on behalf of the Public Works Committee and it was decided to have bike lanes and to eliminate the parking on Vine Street from 9<sup>th</sup> Street to 4<sup>th</sup> Street. Mr. Willi stated that Mr. Lentz from Ehlers will be at the next meeting to talk about financing of the project.

Discussion and Possible Action on Ordinance 1-16: Creation of Article 2 of Section 207 of the Municipal Code regarding Composting: McCormick stated that it was two residents, Phyllis Jaworski and Sue Dahl, that got this going. MOTION by Morrisette, seconded by Webber to approve Ordinance 1-16: Creation of Article 2 of Section 207 of the Municipal Code regarding Composting. All ayes (6) MOTION CARRIED.

Discussion and Possible Action on Hudson Area Joint Library funding issues: Roy Sjoberg spoke about the potential reimbursement to other municipal libraries and provided a proposed compromise solution with St. Croix County regarding the funding. Library Board President, Rich O'Connor addressed the issue and expressed the view point of the library board. City Attorney Munkittrick explained to the Council the procedural information of the agreement. The Mayor and Council members discussed the issue.

Discussion and Possible Action on Resolution 2-16: Preliminary Resolution regarding Street Improvement Project (Vine Street): MOTION by Morrisette, second by Hoggatt to suspend the rules of adoption of the resolution. All ayes (6) MOTION CARRIED. MOTION by McCormick, second by Webber to approve Resolution 2-16: Preliminary Resolution regarding Street Improvement Project (Vine Street). All ayes (6) MOTION CARRIED.

Discussion and Possible Action on Ordinance 3-16: Amendment to 2016 Appropriation Ordinance: Mr. Willi explained the reasoning for the amendment to the 2016 Appropriation Ordinance. MOTION by Morrisette, second by Hall to suspend the rules of adoption of the ordinance. MOTION by Hoggatt, second by Hall to approve Ordinance 3-16: Amendment to 2016 Appropriation Ordinance. All ayes (6) MOTION CARRIED.

Communications and Recommendations of the Mayor: MOTION by Hoggatt, second by Webber to approve the appointment of Andy Hassan to the Public Utility

REGULAR MEETING OF THE COMMON COUNCIL  
CITY OF HUDSON  
February 8, 2016

DRAFT/UNAPPROVED

Commission. All ayes (6) MOTION CARRIED. Mayor Burchill stated that the St. Croix Historical Society expressed their thanks for receiving some room tax dollars. He also stated that there is a meet and greet at the Hudson Area Library on February 23, 2016.

Communications and Items for Future Agendas - Common Council Members: None.

Communications and Items for Future Agendas - City Attorney and/or City Staff: Mr. Willi stated that the Spring Primary will be February 16, 2016. He stated that we will look at the purchase of the new buildings and set-up a meeting to discuss a cost estimate and possible financing needed.

Adjournment: MOTION by McCormick, second by Hoggatt to adjourn the meeting. All ayes (6) MOTION CARRIED at 8:40 p.m.

LeAnne Addy, City Clerk

I hereby certify that the City Clerk has submitted the foregoing minutes to me, and I hereby by my signature approve said minutes and all acts of the Common Council as set forth therein.

Alan D. Burchill, Mayor

---

Date approved by Council

---

COUNCIL CLAIMS - FEBRUARY 22, 2016

<b>Fund</b>		<b>A/P Amounts</b>	<b>P/R Amounts</b>	<b>Totals</b>
100	General	127,874.96	144,155.99	272,030.95
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	78,017.52	2,287.35	80,304.87
490	Biosolids	0.00	0.00	0.00
610	Sewer	27,092.09	10,467.00	37,559.09
620	Parking	1,450.15	1,301.60	2,751.75
640	Storm Sewer	308.80	27.19	335.99
630	Ambulance	15,070.70	8,869.82	23,940.52
860	Tax Agency	0.00	0.00	0.00
	<b>Totals</b>	<b>\$ 249,814.22</b>	<b>\$ 167,108.95</b>	<b>\$ 416,923.17</b>

**CITY OF HUDSON  
COUNCIL/COMMITTEE ISSUES**

**SUBMITTED TO:** FINANCE/COMMON COUNCIL

**DATE:** 2/9/2016

**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 6 Regular Operator Licenses for the period February 23, 2016 to June 30, 2017 to: Samantha Hiller, Tyra Gustafson, Nathan Roen, Emma Caudy, Stephanie Nelson, and Ty Davis.

## COUNCIL/COMMITTEE ISSUES

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

**DATE:** 2/11/2016

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

**REGARDING:** Change of agent request

**ISSUE:** A request for change of agent has been received from the Wine Station Hudson LLC. DBA Negret Wine Company, 310 2<sup>nd</sup> Street, Hudson, WI. 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 Ernest Betker at the Wine Station Hudson, LLC DBA Negret Wine Company, 310 2<sup>nd</sup> Street, Hudson, WI 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:** Public Safety Committee

**Date:** 02/01/2016

**Submitted by:** Chief Marty Jensen

**Regarding:** Request for 2-15 minute parking spaces

**ISSUE:** Attached to this issue sheet is a letter from Mr. John Nickleby, owner of Dunn Brothers Coffee in Hudson. Mr. Nickleby is opening a new Dunn Brothers Coffee at the corner of 2<sup>nd</sup> and Locust Streets and he is asking for 2-15 minute parking spaces for his business, which would be located on Locust Street next to his store. See Map.

- **Legal aspects:** None
- **Budget Impact:** Lost revenue from removing meters.
- **Past History:** None
- **Other Pertinent Data:** None

**STAFF RECOMMENDATION:** None

**COMMITTEE RECOMMENDATION:** MOTION by Morrissette, SECOND by Hall to recommend approval of two 15-minute parking spaces on the south side of Locust Street, west of Second Street from 8:00 a.m. to 5:00 p.m. and to revisit the issue in six months. MOTION CARRIED.

January 29, 2016

Marty Jensen  
Chief of Police

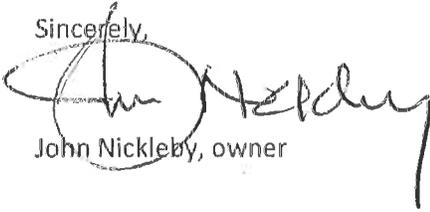
Hudson Police Department  
101 Vine Street  
Hudson, WI 54016

Chief Jensen:

As owners of the Dunn Brothers Coffee store to be located at 529 2<sup>nd</sup> Street (suite 200), we respectfully request two fifteen minute un-metered parking spaces for our customers to use on Locust Street. We request the two spaces closest to the front door which is currently being relocated to the SE corner of the building (see drawing below). These spaces will allow customers easy short term access to our store. We expect to open the store in March 2016.

Thank you for your consideration.

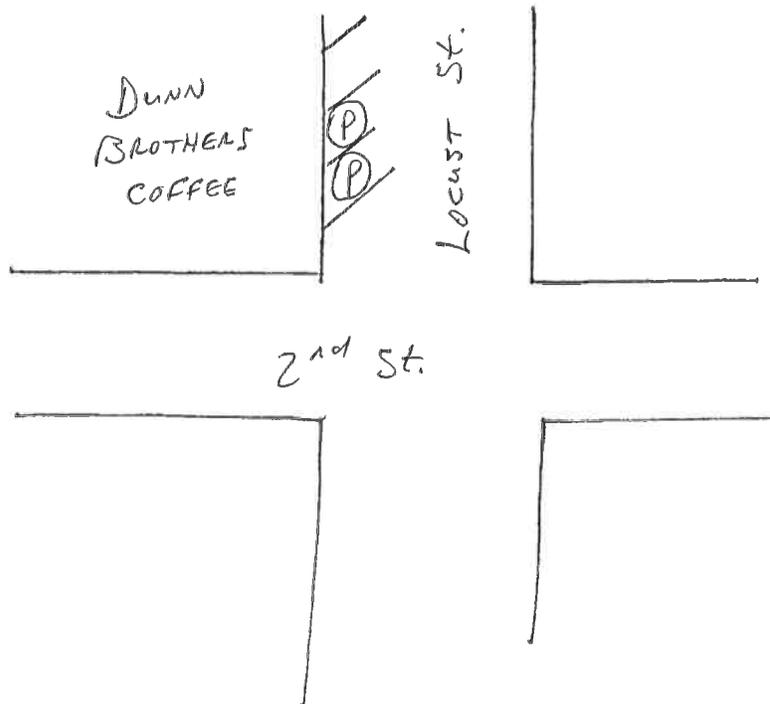
Sincerely,



John Nickleby, owner

Mailing address:  
SNS Management LLC  
dba Dunn Brothers Coffee  
2521 Hanley Road, Suite 100  
Hudson, WI 54016

Phone: 651-431-1327



**CITY OF HUDSON  
COUNCIL/COMMITTEE ISSUES**

**Submitted to:** Public Safety Committee

**Date:** 01/27/2016

**Submitted by:** Chief Marty Jensen

**Regarding:** Halos of Hudson 5k fun run/walk

**ISSUE:** Halos of Hudson would like to hold it's 5th annual 5k fun run/walk on Saturday August 6, 2016. The race would start at 9:00 am. The route is the same as last year with it beginning and ending in Lakefront Park. A map and letter regarding this event is attached.

- **Legal aspects:** None
- **Budget Impact:** None
- **Past History:** None
- **Other Pertinent Data:** None

**STAFF RECOMMENDATION:** Approve Event.

**COMMITTEE RECOMMENDATION:** MOTION by Hall, SECOND by Morrissette to recommend approval of the event as presented. MOTION CARRIED.



January 26, 2016

Dear Members of the Hudson City Council,

We are looking to hold the Halos of the St. Croix Valley's 6th Annual, 5K Family Fun Day, at Lakefront Park on Saturday, August 6, 2016. We are writing now to propose that the City Council consider turning this into a Community Event.

Halos of the St. Croix Valley is a non-profit organization that helps families dealing with the loss of a child. We've helped families that lose their child in pregnancy as early as 20 weeks gestation, and families that have lost children much later than that into their teens. We hope that you'll never have to experience this loss, but we hope you'll understand that if it were to happen to you, we would be there to help.

The actual event will run from 9am-1pm. It will start with a 5K run/walk, and end in the park with a carnival, silent auction, entertainment, and vendor booths. We would love to get the entire community of Hudson and the surrounding areas included in the fun. Please consider making this a Hudson Community Event.

SPECIAL NOTES:

\*WE ARE THINKING OF CHANGING THE NAME TO REMOVE 5K FROM THE TITLE SO THAT WE DO NOT HAVE ANY ISSUES WITH ADDING MORE TRAFFIC TO THE STREETS.

Route: We would like to keep it the same as last year MAP BELOW;

Start of the race will be at the top of the park at 1st and Locust, lining people up between Locust and Walnut.

We will follow north on 1st to St. Croix Street and turn left where we will then hop onto the walking trail into the park.

We will follow the trail to the pier take a right and follow to the end of the pier where we will take a U-turn coming back and taking a right into the south end of the park. We will then loop around to come up under the Hudson arch and follow sidewalk to the finish line on the sidewalk at top of the hill in the park.

We will not have live music this year but rather an ipod on shuffle and an MC for the event.

Thank you for your consideration,

Kelli Espiritu  
Founder and President Halos of the St. Croix Valley



**CITY OF HUDSON  
COUNCIL/COMMITTEE ISSUES**

**Submitted to:** Public Safety Committee

**Date:** 01/25/2016

**Submitted by:** Chief Marty Jensen

**Regarding:** Color Dash

**ISSUE:** Attached to this issue sheet is a powerpoint and information regarding a request to hold the second annual Color Dash. The race would be held on August 28, 2016 starting at 10 am. The race would run through Lakefront Park like a number of other races. This race uses Color stations to throw dry color onto the racers as they run the course.

- **Legal aspects:** None
- **Budget Impact:** Use of police officers which is paid by this group
- **Past History:** None
- **Other Pertinent Data:** None

**STAFF RECOMMENDATION:** Approve Race

**COMMITTEE RECOMMENDATION:** MOTION by Hall, SECOND by Morrissette to recommend approval of the event and for coordinators to notify residents. MOTION CARRIED.

Hudson School of Gymnastics  
Girl's Booster Club  
Color Dash Run 2016

HUDSON GYMNASTICS

TWENTY FOURTEEN · TWENTY FIFTEEN



BEING A GYMNAST IS BEING THE STRONGEST YOU CAN BE.

WWW.NPDESIGNPHOTOGRAPHY.COM

USA  
GYMNASTICS  
Member Club

2016-2017 Season

# Agenda

## Introduction

- What is Hudson School of Gymnastics Booster Club (HSGBC).
- What the Color Dash Organization (See videos & FAQ)
- Fundraiser Allocation

## Race Details

- Date / Time
- Parking
- Route (Map included)

## Color Details & Outlets

- Ingredients
- Stations
- Use of Outlets
- Color Clean-Up

## Bathrooms and Trash

- Porta-Pots
- Trash Barrels
- Dumpsters

# What is the Hudson School of Gymnastics Booster Club?

- The Hudson School of Gymnastics Booster Club is a 501(c)(3) non-profit organization supporting youth gymnasts in Hudson, WI and the surrounding area. We are dedicated to building strength, flexibility, endurance, self-confidence and a sense of achievement through a mastery of new skills, all while having FUN with the sport of competitive gymnastics.
- The mission of our booster club is to foster amateur gymnastics by enabling our club's gymnasts to participate in competitive elements of the sport. Our primary function as a booster club is to collect and disburse the funds that are required for these competitive elements.
- Our gymnasts typically compete in 6-8 meets during our 'active' meet season, which runs from September to December for Levels 3-5 and December to March for Level 6 and now our new Level 7s for the 2015-2016 season.
- For the 2015 season we had 6 Level 3 gymnasts, 10 Level 4 gymnasts, and 5 Level 5 gymnasts qualify for the 2014 Wisconsin Women's State Gymnastics Championships Levels 3-5 in December.
- All 6 level 7 girls have qualified for the state meet in March.

We are looking at about 10-15 gymnasts in each level from Levels 3-7

2016-2017

# What is the Color Dash and Fundraiser Allocation?

## ○ What is the Color Dash organization?

- › The Color Dash is a 5k run that attracts runners because of its unique feature where volunteers "color" the runners at 5 different color stations.
- › About the Color Dash ~ <https://www.youtube.com/watch?v=AKd79RZUWsg>
- › Color Dash in Progress ~ <https://www.youtube.com/watch?v=0cR-dET6FWc>
- › Color Dash FAQ's ~ <http://cd5k.com/#about>

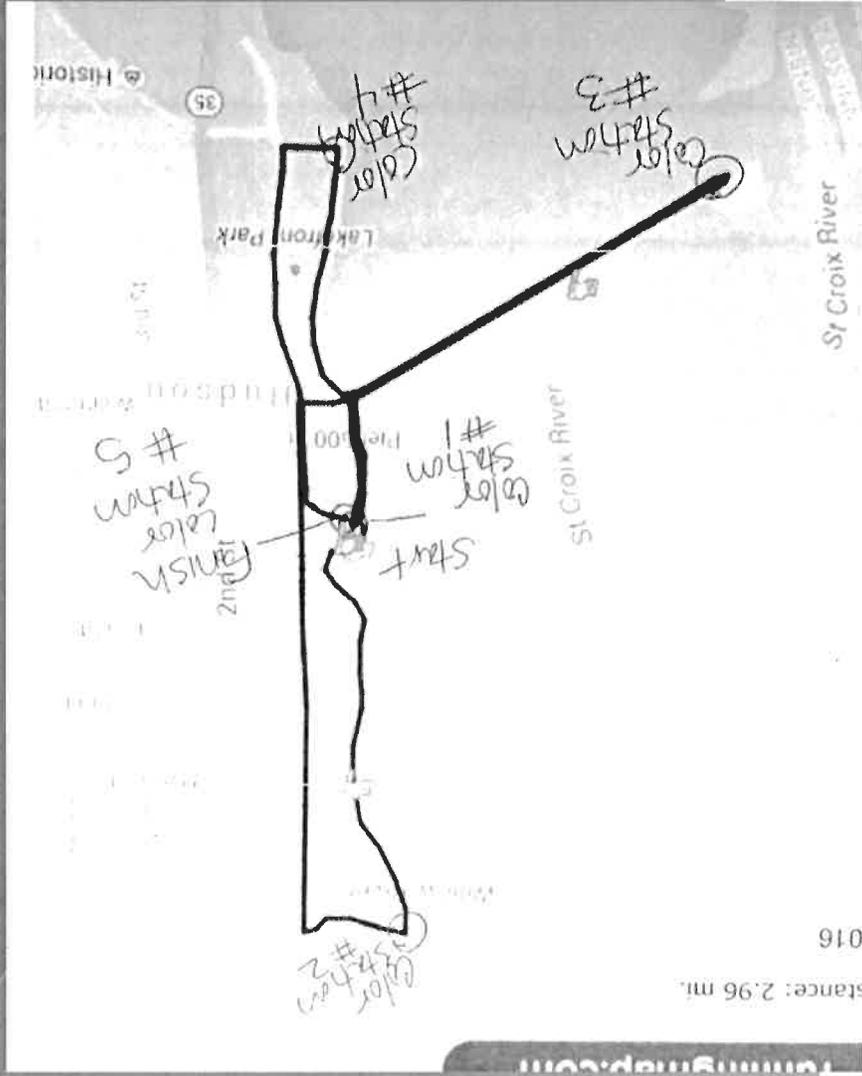
## ○ Fundraiser Allocation:

- › Money raised from the run will go to Booster Club to be used towards fees and costs associated with competing in youth gymnastics for the 2017-2018 competition season.

# Race Details

- Date: Sunday August 28<sup>th</sup>, 2016
- Time: 10:00 A.M. Packet Pick-Up  
with approximate race start time of 11:00 A.M.  
(approx. 1 hr race time)
- Parking: 1<sup>st</sup> street and downtown
- Route: (See map on next slide)
  - > Start in front of Pavilion(color #1) and run to the south along the path in Lakefront Park taking a left onto dike road, then take left onto 1<sup>st</sup> street, run along 1<sup>st</sup> street.
  - > We will need to request Police Officer assistance to close 1<sup>st</sup> Street while the race is in progress.
  - > Take left onto St. Croix street.
  - > Take left into Lakefront Park (color #2) down walking path(color #3).
  - > Divert run around the end point.
  - > Take right down to the end of the dike. From the end of the dike (color #4) head back towards shore, take right onto walking path (color #5) and go towards the boat launch (Color Station #6) and finish at the boat launch.

# Color Dash Race Route



016  
Distance: 2.96 mi.

# Race Recap from 2015

- The 1<sup>st</sup> annual Color Dash run turned out to be a huge success for the Hudson Gymnastics Booster Club.
- Brought in over 500 race participants.
- Many local businesses were involved through sponsorship of the race.
- Raised over \$9,000 to be used toward competition fees in 2016-2017.

# Color Ingredients, Color Stations, & Use of Outlets

- Color Ingredients: Biodegradable & Non-Staining
  - > FDNC food grade food color
  - > Corn Starch
  - > DNC Drug Cosmetic Mica Pearls for the sparkle
- Color Stations:
  - > Buckets of color are available at each of 5 color stations.
  - > Race volunteers will pick up the color with their hands to throw at the runners.

## ○ Use of Outlets:

>

# Color Clean-Up

- Clean-up of color will be performed by the Color Dash organization and the HSGBC organization.
- The Color Dash organization cleans up the color using leaf blowers, which cleans 80% of the color.
  - Asking city approval of color clean up using high-power dusting of colored area (performed by Color Dash).
- Remaining clean-up will be performed by HSGBC organization using water.
  - Any dusting of color that is left can be easily brushed away

## Bathrooms & Trash

- HSGBC plans to utilize bathrooms and facilities at Lakefront Park.
  - HSGBC will be responsible to clean up color in the public restroom facilities, if required.
- HSGBC will contract with porta-pot vendor to provide additional required number of facilities for the number of participants.
  - HSGBC/Color Dash estimates a minimum of two porta-pots.
- HSGBC will line up square boxes and/or blue barrels for end point and halfway point for cups and other trash.
- HSGBC plans to utilize dumpster at Lakefront Park.
  - Additional option is to utilize dumpster at Hudson School of Gymnastics, if needed.

# Additional Features/Talking points

- The Booster Club will earn 50% of ticket sales, with hopes of raising \$15,000
- There must be 5 vendors or sponsors present at the run.
  - Vendors are not required to sell anything per the Color Dash & will be requested by the HSGBC to only handout promotional giveaways.
- Estimated # of runners: 500 with another 200 spectators.
  - If registration looks like it will exceed 750, we will review options to close registration.
- In case of an emergency, 9-1-1 will be called.
- Any temporary fence required by the City of Hudson will be supplied by Cyclone Fence.
- Donations for water and food will be requested from sponsors to provide to participants.
  - HSGBC will provide two water tables at the end of the event and the halfway point.
- Color Dash provides a band, DJ, or MC to entertain.
  - Does the city have guidelines in this area?

...ing

February 2016—Preliminary news release

## **Join the fun at Yellowstone Trail Heritage Days June 11**

The annual Yellowstone Trail Heritage Days event is set for June 11 (with rain date of June 12) in Hudson, Wisconsin. This community celebration of the historic Yellowstone Trail offers a variety of family friendly activities to choose from.

The event begins with Geocaching on the Trail. There is a Meet and Greet at Dick's Bar followed by a CITO (Cache In - Trash Out) at 8:30 a.m.

Stop by Ciranda's Organic and Sustainable Garden Party from 9 a.m. to 1 p.m. at 221 Vine Street. Take a trip out of town on the Yellowstone Trail and stop by My Sister's Garden and Willow River Tree Company at 850 Kelly Road (from 9 a.m. to 6 p.m.) to check out their yellow plant specials.

Several activities will be starting at 10 a.m. at the Hudson Arch in Lakefront Park. Vintage vehicles and classic cars display, children's activities, non-profit community fair, canvas painting class, and Coco's Heart Dog Rescue will have dogs who are looking for a home. The activities at the park are free and run from 10 a.m. to 2 p.m. Rain date Sunday, June 12.

The St. Croix County Historical Society will present the Willow River Cemetery Walk from 12 to 4 p.m. Listen to the Pearly Gate Singers choir and take a guided walking tour through the historic cemetery where actors portray the "spirits" of past Hudson residents. The Cemetery Walk is rain or shine, in the event of rain the program will move into the historic Humbird Chapel.

The Octagon House Museum, at 1004 Third Street, will also be open for tours from 10 a.m. to 4 p.m.

The First Baptist Church will host a Homemade Pie and Ice Cream Social from 1 to 4 p.m. at 309 Vine Street.

The Historical Society will offer free downtown history walking tours at 12 and 1 p.m. The tours take about an hour, starting at the Hudson Arch in Lakefront Park. The Octagon House Museum will be open for tours from 12 to 4 p.m. on Sunday.

My Sister's Garden will be open Sunday from 11 a.m. to 3 p.m. with Yellowstone Trail specials.

The Yellowstone Trail Heritage Days is packed full a variety of activities, so make plans to join the fun. You can also take a drive and explore the Yellowstone Trail and test your observation skill with the scavenger hunt along the Trail.

Yellowstone Trail Heritage Days information is available on the Hudson Area Chamber's website at [www.DiscoverHudsonWI.com](http://www.DiscoverHudsonWI.com).

###

Wednesday, January 13, 2016

## RiverFest 2016

### Draft Schedule of Planned Activities

Tuesday, July 19 – Sunday, July 24

#### Tuesday, July 19

- Hudson/North Hudson Cleanups
- Lunch at Picnic Point
- CNC Presentation
- JAW Phipps Summer Art Camp begins (Tuesday – Friday)
- Paddle Lakefront Park
- Native American Celebration (7:00 p.m.) with Phipps and Library
- Library programs begin (Tuesday-Thursday)

#### Wednesday, July 20

- Begin Work on Scrappy
- CNC Hudson Walk
- CNC Phipps presentations begin (Wed-Fri 1-4 pm)
- SCRA/NPS Centennial tie-in paddle for experienced paddlers (Lakefront Park to TBD)
- Evening program with NPS Ranger (tentative)

#### Thursday, July 21

- Concert in Lakefront Park
- Display Booths

#### Friday, July 22

- River Cruise with Nature Talk

#### Saturday, July 23

- Paddle Lake Mallalieu
- Kids Fishing
- CNC presentation at Lakefront Park pm

#### Sunday, July 24

- Bike Rodeo
- Spiritual Celebration

REPORTS OF CITY OFFICERS

TO: Mayor, Common Council, and City Administrator

DATE: February 9, 2016

REPORTING PERIOD: October – November – December 2015

DEPARTMENT: Public Water Utility/Public Water Utility Director

1. PERSONNEL CONCERNS:

2. BUDGET: \$ 4,612,128

EXPENSES (YTD): \$ 2,616,386

BALANCE: \$ 1,995,742

3. ACTIVITIES DURING REPORTING PERIOD, GOALS MET, GOALS NOT MET:

- A) Dick Stout nine (9) duplexes (Tracey Ln) service extensions complete (punchlist items remain).
- B) Presbyterian Home (Stageline Rd) service extensions complete (punchlist items remain).
- C) Barole Trucking (O'Neil Rd – SCBP) service extension complete (punchlist items remain).
- D) Hampton Inn (Pearson Dr) service extension complete (punchlist items remain).
- E) N. Hudson main upgrade (Pine St N/Lake View Dr N) complete.
- F) WI St Upgrade Project complete.

COMPARISON WITH LAST YEAR TO DATE:

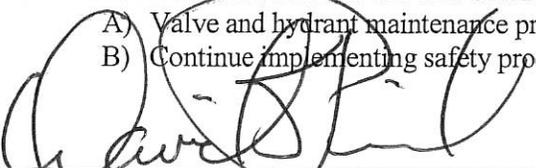
	<u>2014</u>	<u>2015</u>
A. Total billing:	\$483,332.07	\$464,012.97 (Includes public fire protection)
B. Water pumped (gallons):	151,789,000	143,646,000
C. New mains:		
12"	0'	0'
10"	0'	0'
8"	0'	0'
6"	0'	0'
4"	0'	0'
D. New hydrants:	0	0
E. New services/metered sites:	0/17	0/33

4. CURRENT ACTIVITIES, GOALS AND TIMELINESS:

- A) Grand Stay (Badger Dr) service extension construction on hold.
- B) Hudson Center Lot 7 main extension construction on hold.
- C) Carmichael Ridge development plans and specs review continuing.
- D) Vine St Upgrade Project plans and specs review continuing.
- E) Hanley Rd Tower Re-hab Project plans and specs being created.
- F) Reviewing water distribution system analysis for W/TP #10 construction consideration.
- G) Well/Treatment Plant #6 (1625 Livingstone Rd.) Re-cladding Project plans and specs review continuing.
- H) Cross-Connection Control Program and Meter Replacement Project continuing.
- I) Updating Utility's Wellhead Protection Plan & Emergency Response Plan.
- J) Implementing WIDNR Sanitary Survey findings.
- K) Accumulating and reconciling data for annual audit and 2015 PSC Report.
- L) Updating distribution mapping.

5. KNOWN ACTIVITIES FOR UPCOMING REPORT PERIOD, GOALS AND TIMELINESS:

- A) Valve and hydrant maintenance program continuing.
- B) Continue implementing safety procedures, training, and equipment.

  
\_\_\_\_\_  
Water Utility President

  
\_\_\_\_\_  
Water Utility Director

**PUBLIC UTILITIES COMMISSION MEETING  
CITY OF HUDSON, WISCONSIN  
TUESDAY, FEBRUARY 9, 2016**

President Dave Prissel presiding. Meeting called to order by President Prissel at 6:00 p.m.

PRESENT: Dave Prissel, President; Josh Bernhard, Secretary; Chris Adams, Andy Hassan, Tom Irwin, and Kurt TeWinkel, Commissioners.

ABSENT: All Commissioners present.

Prissel welcomed Andy Hassan to the Commission.

ALSO PRESENT: Kip Peters and Jace Holzemer, Hudson Public Utilities; John Hoggatt, City Council Liaison.

APPROVAL OF JANUARY 12, 2016 MEETING MINUTES: Motion by Adams, second by TeWinkel to approve the minutes of the January 12, 2016 Public Utilities Commission meeting. **MOTION CARRIED.**

DISCUSSION AND POSSIBLE ACTION ON WELL/TREATMENT PLANT #6 RE-CLADDING PROJECT: Peters presented SEH's proposal for engineering and inspection services for the project and an estimate of probable cost. Discussion followed on the scope, cost, and timetable of the project. Peters said he visited the local Xcel Energy office on Heggen St. and was told they are satisfied with the results of similar work done to a building there. Peters requested the Commission approve SEH's proposal for engineering and inspection services for the project and to authorize them to advertise for bids.

Motion by Irwin, second by TeWinkel to accept SEH's professional services proposal and to authorize them to advertise for bids for the Well/Treatment Plant #6 Re-cladding Project. **MOTION CARRIED.**

DISCUSSION AND POSSIBLE ACTION ON HUDSON WATER SYSTEM CAPACITY ANALYSIS/STATUS OF WELL/TREATMENT PLANT #10: Peters presented the Utility's Water System Capacity Analysis prepared by SEH. He said the analysis is required by the DNR Sanitary Survey and will be an important part of the decision on whether to proceed with the construction of Well/Treatment Plant #10 or abandon the well. Discussion followed on the need for a new well/treatment plant, cost, and timetable of the project. Peters said the summary of the analysis recommends the Utility plan for the immediate construction of a new well/treatment plant and to evaluate the need to construct a second and third well/treatment plants in 2020 and 2030. He requested the Commission allow the Utility to proceed with the development of plans and specs for the construction of Well/Treatment Plant #10.

Motion by Irwin, second by Adams to allow the Utility to proceed with the development of plans and specs for the construction of Well/Treatment Plant #10. **MOTION CARRIED.**

DISCUSSION AND POSSIBLE ACTION ON SENSUS METERS, BASE STATIONS & ANTENNAS AND WATER METER REPLACEMENT & CROSS CONNECTION CONTROL PROGRAM PROPOSALS: Peters presented and reviewed the bids received for the two (2) parts of the project. He said the bids were lower than the estimates he gave at January's meeting and if approved by the Commission the bids will be presented to the Common Council for its review and possible action at their next meeting. Peters said meter replacement and meter reading system upgrade will result in more accurate meter readings, less meter reading labor costs, and allow the Utility to monitor customer unusual high consumption. Discussion followed on the scope, cost, and timetable of the projects. Peters requested the Commission award contracts for the two parts of the project.

**PUBLIC UTILITIES COMMISSION MEETING  
CITY OF HUDSON, WISCONSIN  
TUESDAY, JANUARY 12, 2016**

Motion by TeWinkel, second by Adams to accept the bid of \$1,759,303 from HD Supply for the Sensus meters, base station, antennas, and software portion of the project. **MOTION CARRIED.**

Motion by Irwin, second by Hassan to accept the bid of \$493,890 from HydroCorp, Inc. for the residential meter replacement and cross-connection inspection portion of the project. **MOTION CARRIED.**

DISCUSSION AND POSSIBLE ACTION ON WELLHEAD PROTECTION PLAN: Peters presented an issue sheet requesting revision of the City's Wellhead Protection Plan Ordinance. He said if the ordinance revision request is approved by the Commission it will be presented to the Common Council for its review and possible action at their next meeting. Peters requested the Commission approve the revision of the City's Wellhead Protection Plan Ordinance.

Motion by Irwin, second by Hassan to approve the revision of the City's Wellhead Protection Plan ordinance. **MOTION CARRIED.**

DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE UTILITY DIRECTOR TO ADVERTISE FOR APPLICATIONS FOR NEW NON-CERTIFIED UTILITY OPERATOR: Peters presented the job description for the non-certified utility operator position and water utility operator pay table. Discussion followed on the position job description and pay. TeWinkel asked that in the job description it says an applicant must be eligible to possess a CDL. Peters said he will make the change. Further discussion followed on position pay. Peters requested a pay range be approved to allow flexibility in starting pay based on the experience of applicants. Discussion followed.

Motion by Irwin, second by Hassan to approve the job description, a starting pay range of \$20.00 - \$22.00, and to authorize the Utility to advertise for applications for a non-certified utility operator position. **MOTION CARRIED.**

DISCUSSION AND POSSIBLE ACTION ON 2016 SERVICE RATES: Peters presented the State of Wisconsin Department of Transportation's Equipment Rates Standards. He said these are the rates the City and Utility will be charging for use of City equipment. He said the Common Council has approved the rates and requests approval by the Commission.

Motion by Irwin, second by Adams to approve the Utility's 2016 Service Charge Rates. **MOTION CARRIED.**

DISCUSSION AND POSSIBLE ACTION ON EMERGENCY RESPONSE PLAN: Peters said a draft of the plan has been created by SEH and Utility staff is in the process of updating local government, contractor, and critical water user contact information. He said a final version of the plan will be presented at next month's meeting for review and possible action by the Commission.

DISCUSSION AND POSSIBLE ACTION ON THE QUARTERLY REPORT: Peters explained the Quarterly Report shows the Utility's budget, expenses, balance, activities accomplished, and current activities for this quarter, and planned activities for the next quarter. He said the report also shows billing, water consumption, the amount of new mains, and the number of hydrants, services, and meters installed. Peters asked the Commission for their review and approval of the report.

**PUBLIC UTILITIES COMMISSION MEETING  
CITY OF HUDSON, WISCONSIN  
TUESDAY, JANUARY 12, 2016**

Motion by Irwin, second by TeWinkel to approve and place on file the Quarterly Report for October, November, and December, 2015. **MOTION CARRIED.**

DISCUSSION AND POSSIBLE ACTION ON WIDNR HUDSON WATERWORKS SANITARY SURVEY REPORT: Peters reviewed a revised sanitary survey report summary. He said deficiencies are being addressed and removed from the summary.

DISCUSSION AND POSSIBLE ACTION ON POSSIBLE WATER RATE INCREASE: Peters said Utility staff is scheduled to meet with CliftonLarsonAllen next week to discuss the rate increase request process.

PROJECT UPDATES/PROJECT STATUS REPORT: Peters asked for comments on the report. There were none.

OTHER BUSINESS FOR INFORMATION PURPOSES ONLY OR FOR UPCOMING AGENDAS: Peters said Washington County has requested a decrease in the rent they pay for their antenna and equipment building at the Hanley Rd. Tower site. It was the consensus of the Commission that this item be placed on the agenda for next month's meeting.

The Utility's monthly cash report was presented for the Commission's review.

DISCUSSION AND POSSIBLE ACTION ON THE CLAIMS: Motion by Adams, second by TeWinkel to approve claims as reviewed by Commissioners. **MOTION CARRIED.**

ADJOURNMENT: Motion by Irwin, second by Adams to adjourn. **MOTION CARRIED.** – 7:30 p.m.

Jace Holzemer,  
Recording Secretary



**EHLERS**  
LEADERS IN PUBLIC FINANCE

February 22, 2016

## Pre-Sale Report for

## City of Hudson, Wisconsin

## \$3,110,000 General Obligation Street Improvement Bonds, Series 2016A



**Prepared by:**

Sean Lentz  
Senior Municipal Advisor

And

Patrick Malloy  
Financial Specialist



## Executive Summary of Proposed Debt

Proposed Issue:	\$3,110,000 General Obligation Street Improvement Bonds, Series 2016A
Purposes:	<p>The proposed issue includes financing for the Vine Street and Walnut Street projects. Project costs are divided as follows:</p> <ul style="list-style-type: none"> <li>• Tax Levy (<b>\$1,140,000</b>) – Debt service will be paid from the tax levy.</li> <li>• Sewer (<b>\$190,000</b>) – Debt service will be paid from sewer utility revenues.</li> <li>• Storm Sewer (<b>\$890,000</b>) – Debt service will be paid from the tax levy unless the utility generates sufficient revenue to pay its own debt service.</li> <li>• Water (<b>\$890,000</b>) – Debt service will be paid from water utility revenues.</li> </ul>
Authority:	<p>The Bonds are being issued pursuant to Wisconsin Section:</p> <ul style="list-style-type: none"> <li>• 67.04</li> </ul> <p>The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.</p> <p>The Bonds count against the City’s General Obligation Debt Capacity Limit of 5% of total City Equalized Valuation. Following issuance of the Bonds, the City’s total General Obligation debt principal outstanding will be \$17,183,000, which is 21% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$66,020,000.</p>
Term/Call Feature:	<p>The Bonds are being issued for a 20-year term. Principal on the Bonds will be due on October 1 in the years 2017 through 2035 and on April 1, 2036. Interest is payable every six months beginning April 1, 2017.</p> <p>The Bonds maturing on and after October 1, 2026 will be subject to prepayment at the discretion of the City on October 1, 2025 or any date thereafter.</p>
Bank Qualification:	<p>Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.</p>
Rating:	<p>The City’s most recent bond issues were rated “Aa2” by Moody’s Investors Service. The City will request a new rating for the Bonds.</p> <p>If the winning bidder on the Bonds elects to purchase bond insurance, the</p>



	<p>rating for the issue may be higher than the City's bond rating in the event that the bond rating of the insurer is higher than that of the City.</p>
<p>Basis for Recommendation:</p>	<p>Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of Bonds based on the following factors:</p> <ul style="list-style-type: none"> <li>• Publicly offered G.O. Bonds are likely to offer the lowest overall cost of financing.</li> <li>• General obligation debt is the only type of debt available for non-utility street projects, and the City has sufficient G.O. borrowing capacity available to also finance utility projects using G.O. debt.</li> </ul>
<p>Method of Sale/Placement:</p>	<p>In order to obtain the lowest interest cost to the City, we will competitively bid the purchase of the Bonds from local and national underwriters/banks.</p> <p>We have included an allowance for discount bidding equal to 1.00% of the principal amount of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.</p> <p>If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to lower your borrowing amount.</p> <p><b>Premium Bids:</b> Under current market conditions, most investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.”</p> <p>The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.</p> <p>For this issue of Bonds, any premium amount received that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Bonds.</p> <p>The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City’s objectives for this financing.</p>



Other Considerations:	The City expects to pay the storm water utility portion of the Bonds using the G.O. tax levy. It is shown separately so that it is possible to allocate a portion of the debt service to the utility in the event that its revenues are sufficient in the future to cover its debt service.
Review of Existing Debt:	<p>We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.</p> <p>We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.</p>
Continuing Disclosure:	Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.
Arbitrage Monitoring:	Because the Bonds are tax-exempt securities/tax credit securities, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Tax Certificate prepared by your Bond Attorney and provided at closing. We recommend that you regularly monitor compliance with these rules and/or retain the services of a qualified firm to assist you.
Risk Factors:	<b>Offsetting Revenues:</b> The City expects to pay a portion of the debt service using sewer and water utility revenues. Because the Bonds are G.O. debt, the City will be required to pay that portion of the debt service using other funds if the sewer and water utilities does not generate sufficient cash flow.
Other Service Providers:	This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but final fees may vary. If you have any questions



	<p>pertaining to the identified service providers or their roles, or if you would like to use a different service provider for any of the listed services please contact us.</p> <p><b>Bond Attorney:</b> Eckberg, Lammers, Briggs, Wolff &amp; Vierling, PLLP</p> <p><b>Paying Agent:</b> Bond Trust Services Corporation</p> <p><b>Rating Agency:</b> Moody's Investors Service</p>
--	---

This Pre-Sale Report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.



## Proposed Debt Issuance Schedule

Pre-Sale Review by Common Council:	February 22, 2016
Distribute Official Statement:	Week of March 7, 2016
Conference with Rating Agency:	Week of March 7, 2016
Common Council Meeting to Award Sale of the Bonds:	March 21, 2016
Estimated Closing Date:	April 12, 2016

### Attachments

- Proposed Debt Service Schedule with Sources and Uses of Funds
- Projected General Obligation Debt Levy
- Projected General Obligation Borrowing Capacity
- Sewer Utility Debt Service Coverage Projection
- Water Utility Debt Service Coverage Projection

### Ehlers Contacts

Municipal Advisors:	Sean Lentz	(651) 697-8509
	Patrick Malloy	(651) 697-8552
Disclosure Coordinator:	Jen Chapman	(651) 697-8566
Financial Analyst:	Beth Mueller	(651) 697-8553

The Official Statement for this financing will be mailed to the members of the Common Council at their home addresses or e-mailed for review prior to the sale date.



# Exhibit 1

City of Hudson, WI

Estimated Debt Service and Capitalization Schedule

\$3,110,000 General Obligation Street Improvement Bonds, Series 2016A

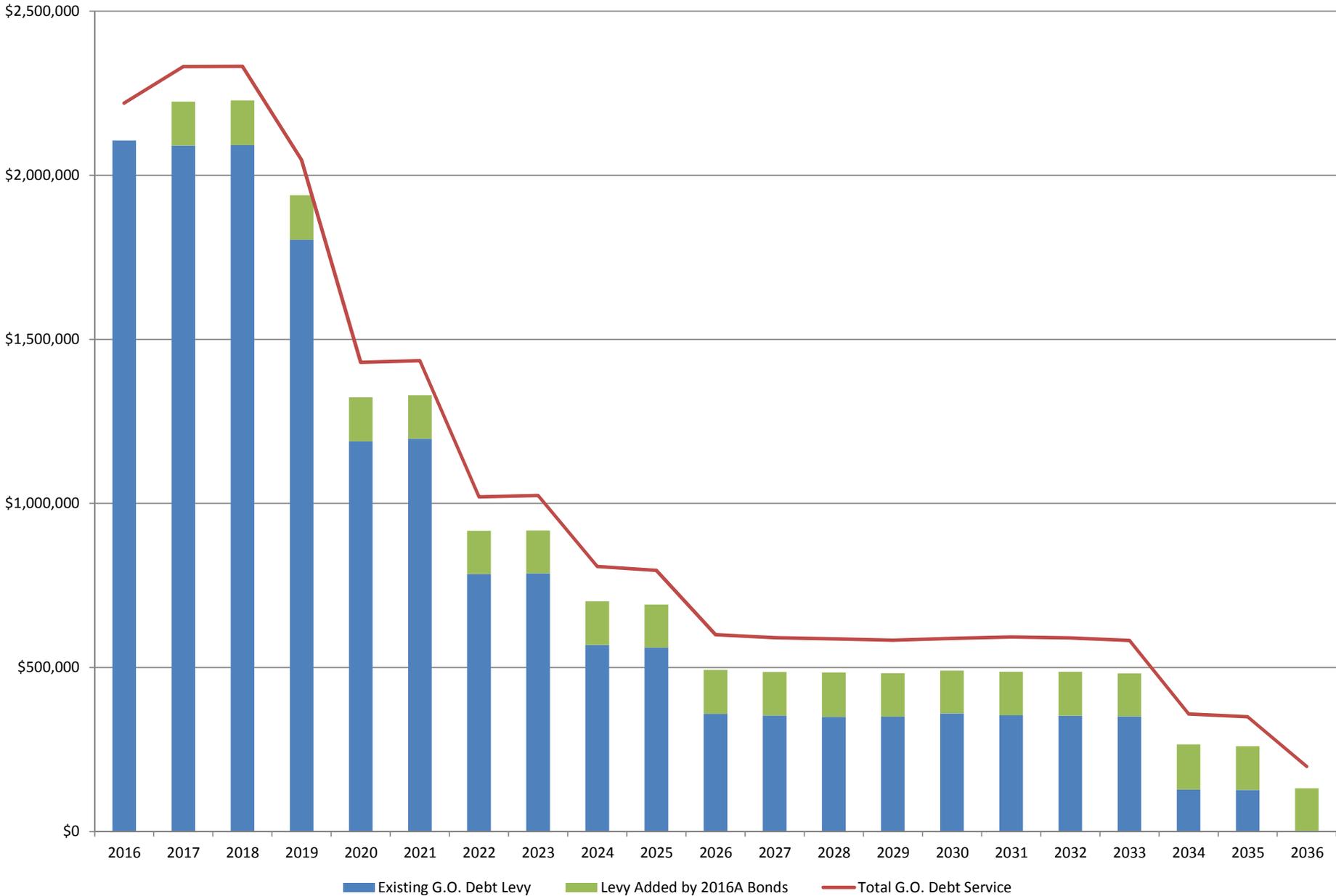
Year	Principal	Rate	Interest	Total P&I	Tax Levy	Sewer	Storm Sewer	Water
2016				-				
2017	100,000	1.05%	105,598	<b>205,598</b>	73,863	11,363	60,186	60,186
2018	135,000	1.05%	70,813	<b>205,813</b>	76,080	9,278	60,228	60,228
2019	140,000	1.25%	69,395	<b>209,395</b>	75,555	14,225	59,808	59,808
2020	140,000	1.40%	67,645	<b>207,645</b>	74,930	14,100	59,308	59,308
2021	140,000	1.60%	65,685	<b>205,685</b>	74,230	13,960	58,748	58,748
2022	140,000	1.70%	63,445	<b>203,445</b>	73,430	13,800	58,108	58,108
2023	140,000	1.85%	61,065	<b>201,065</b>	72,580	13,630	57,428	57,428
2024	145,000	2.00%	58,475	<b>203,475</b>	76,655	13,445	56,688	56,688
2025	145,000	2.10%	55,575	<b>200,575</b>	75,555	13,245	55,888	55,888
2026	155,000	2.15%	52,530	<b>207,530</b>	74,400	13,035	60,048	60,048
2027	155,000	2.30%	49,198	<b>204,198</b>	73,218	12,820	59,080	59,080
2028	160,000	2.45%	45,633	<b>205,633</b>	76,953	12,590	58,045	58,045
2029	160,000	2.55%	41,713	<b>201,713</b>	75,483	12,345	56,943	56,943
2030	160,000	2.65%	37,633	<b>197,633</b>	73,953	12,090	55,795	55,795
2031	170,000	2.80%	33,393	<b>203,393</b>	72,363	11,825	59,603	59,603
2032	175,000	2.90%	28,633	<b>203,633</b>	75,683	11,545	58,203	58,203
2033	175,000	3.00%	23,558	<b>198,558</b>	73,798	11,255	56,753	56,753
2034	190,000	3.10%	18,308	<b>208,308</b>	76,848	10,955	60,253	60,253
2035	190,000	3.20%	12,418	<b>202,418</b>	74,678	10,645	58,548	58,548
2036	195,000	3.25%	3,169	<b>198,169</b>	76,219	10,163	55,894	55,894
<b>Totals</b>	<b>3,110,000</b>		<b>963,877</b>	<b>4,073,877</b>	<b>1,496,469</b>	<b>246,313</b>	<b>1,165,547</b>	<b>1,165,547</b>

<b>Issue Summary</b>					
<u>Key Dates</u>					
Dated Date:	4/12/2016				
First Interest Payment:	4/1/2017				
First Principal Payment:	10/1/2017				
<u>Projected Interest Rates</u>					
Basis:	Current market for Aa2 plus 25 basis points				
True Interest Cost (TIC):	2.713%				
All Inclusive Cost (AIC):	2.881%				
<u>Sources and Uses</u>					
	Total	Tax Levy	Sewer	Storm Sewer	Water
Par Amount of Bonds	3,110,000	1,140,000	190,000	890,000	890,000
<b>Total Sources</b>	<b>\$3,110,000</b>	<b>\$1,140,000</b>	<b>\$190,000</b>	<b>\$890,000</b>	<b>\$890,000</b>
Underwriters Discount (1.00%)	31,100	11,400	1,900	8,900	8,900
Costs of Issuance	50,000	18,328	3,055	14,309	14,309
Deposit to Project Fund	3,024,400	1,105,900	186,000	865,700	866,800
Rounding Amount	4,500	4,372	(955)	1,091	(9)
<b>Total Uses</b>	<b>\$3,110,000</b>	<b>\$1,140,000</b>	<b>\$190,000</b>	<b>\$890,000</b>	<b>\$890,000</b>

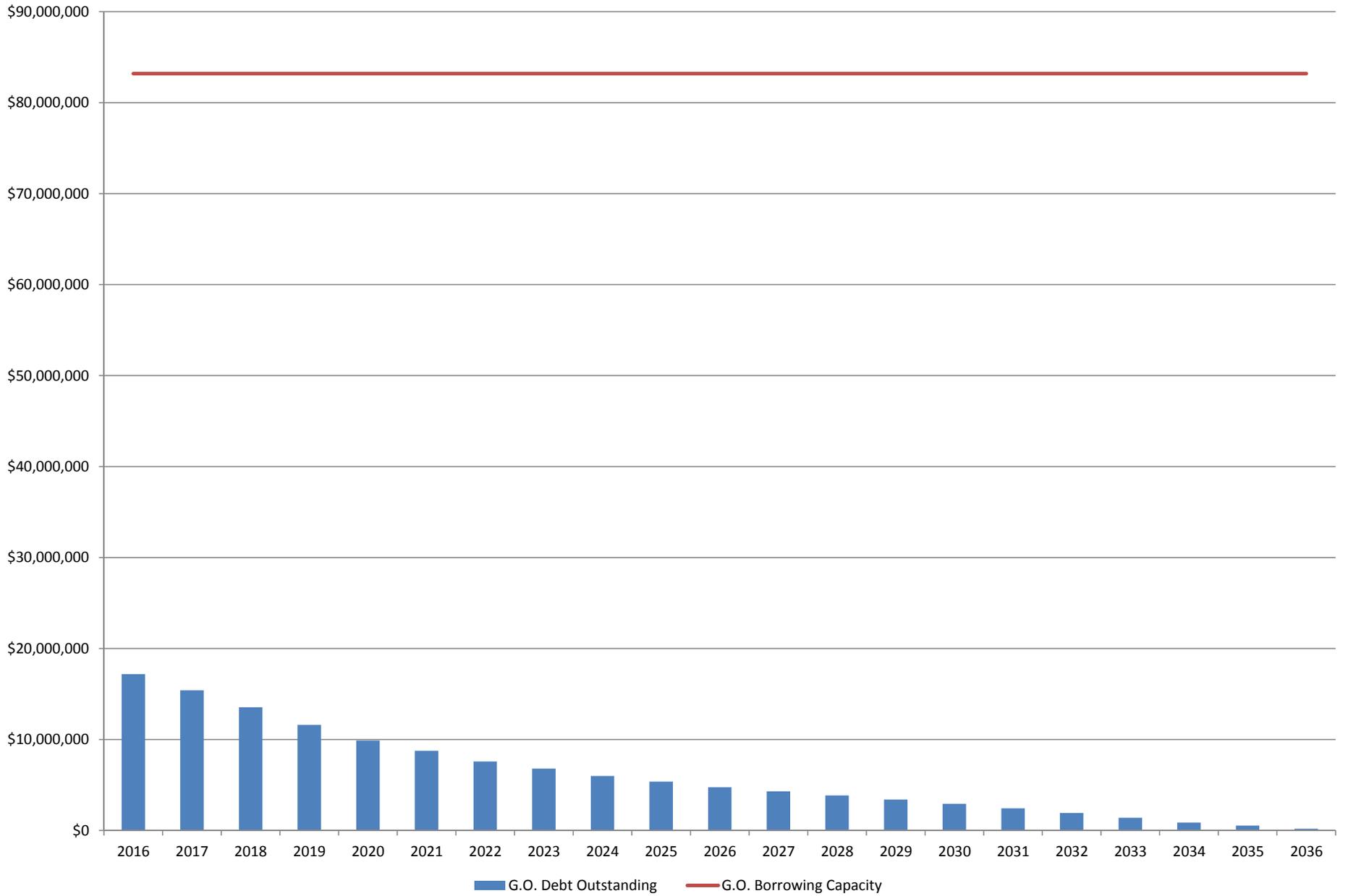
**Notes:**

1. Storm sewer portion assumed to be paid by tax levy, but is separated for tracking purposes

**Exhibit 2: Projected General Obligation Debt Levy**



### Exhibit 3: Projected General Obligation Borrowing Capacity



## Exhibit 4

City of Hudson, WI

Sewer Utility - Debt Service Coverage Projection

Year	Revenue Available for Debt Service	REVENUE DEBT AND COVERAGE				G.O. DEBT	TOTAL COVERAGE	
		1995 Clean Water Fund Loan \$1,682,740	1998 Clean Water Fund Loan \$4,109,172	Total Revenue Debt Service	Revenue Debt Coverage	<i>Proposed</i> 2016 G.O. Bonds \$3,110,000	Total Debt Service	Total Debt Coverage
2014	287,501	118,596	211,972	330,568	0.87		330,568	0.87
2015	287,501	118,509	211,896	330,405	0.87		330,405	0.87
2016	287,501		211,818	211,818	1.36		211,818	1.36
2017	287,501		211,738	211,738	1.36	11,363	223,101	1.29
2018	287,501		211,656	211,656	1.36	9,278	220,933	1.30
2019	287,501			-		14,225	14,225	20.21
2020	287,501			-		14,100	14,100	20.39
2021	287,501			-		13,960	13,960	20.59
2022	287,501			-		13,800	13,800	20.83
2023	287,501			-		13,630	13,630	21.09
2024	287,501			-		13,445	13,445	21.38
2025	287,501			-		13,245	13,245	21.71
2026	287,501			-		13,035	13,035	22.06
2027	287,501			-		12,820	12,820	22.43
2028	287,501			-		12,590	12,590	22.84
2029	287,501			-		12,345	12,345	23.29
2030	287,501			-		12,090	12,090	23.78
2031	287,501			-		11,825	11,825	24.31
2032	287,501			-		11,545	11,545	24.90
2033	287,501			-		11,255	11,255	25.54
2034	287,501			-		10,955	10,955	26.24
2035	287,501			-		10,645	10,645	27.01
2036	287,501			-		10,163	10,163	28.29

**Audit  
2014**

Operating Revenues	1,481,068
Operation & Maintenance	1,581,301
Depreciation	369,141
Operating Expenses	1,950,442
Operating Income	(469,374)
Plus: Investment Earnings	260,800
Plus: Other Investment Income	5,495
Plus: Hook-Up Fees	148,853
Plus: Sale of Land	29,640
Plus: Depreciation	369,141
Less: Transfers Out	(57,054)
<b>Amount Available for Debt Service</b>	<b>\$287,501</b>

**Notes:**

## Exhibit 5

### City of Hudson, WI

#### Water Utility - Debt Service Coverage Projection

Year	Revenue Available for Debt Service	G.O. DEBT AND COVERAGE		
		Proposed 2016 G.O. Bonds \$3,110,000	Total Debt Service	Debt Coverage
2014	982,987		-	
2015	982,987		-	
2016	982,987		-	
2017	982,987	60,186	60,186	16.33
2018	982,987	60,228	60,228	16.32
2019	982,987	59,808	59,808	16.44
2020	982,987	59,308	59,308	16.57
2021	982,987	58,748	58,748	16.73
2022	982,987	58,108	58,108	16.92
2023	982,987	57,428	57,428	17.12
2024	982,987	56,688	56,688	17.34
2025	982,987	55,888	55,888	17.59
2026	982,987	60,048	60,048	16.37
2027	982,987	59,080	59,080	16.64
2028	982,987	58,045	58,045	16.93
2029	982,987	56,943	56,943	17.26
2030	982,987	55,795	55,795	17.62
2031	982,987	59,603	59,603	16.49
2032	982,987	58,203	58,203	16.89
2033	982,987	56,753	56,753	17.32
2034	982,987	60,253	60,253	16.31
2035	982,987	58,548	58,548	16.79
2036	982,987	55,894	55,894	17.59

	Audit 2014
Operating Revenues	2,696,320
Operation & Maintenance	1,671,908
Depreciation	761,414
Operating Expenses	2,433,322
Operating Income	262,998
Plus: Depreciation	761,414
Plus: Investment Earnings	267,965
Plus: Other	76,558
Less: Transfers Out	(385,948)
<b>Amount Available for Debt Service</b>	<b>\$982,987</b>

**Notes:**

**CITY OF HUDSON, WISCONSIN**

**RESOLUTION NO. 4-16**

**INITIAL RESOLUTION AUTHORIZING THE PRELIMINARY ISSUANCE OF GENERAL  
OBLIGATION BONDS FOR STREET IMPROVEMENT PROJECTS IN A  
MAXIMUM PRINCIPAL AMOUNT OF \$3,110,000**

**WHEREAS**, the City of Hudson, Wisconsin (the "City") is authorized by Wisconsin Statutes, Chapter 67, as amended (the "Act"), and specifically Sections 67.04 and 67.05 of the Act to issue its general obligation bonds (the "Bonds") for the public purpose of financing improvements to various streets located within the City (the "Project");

**WHEREAS**, the Project includes but is not limited to the following improvements: (i) the reconstruction of Vine Street between First Street and Ninth Street; and (ii) storm water improvements at the intersection of Third Street and Walnut Street; and

**WHEREAS**, the Bonds are contemplated to be issued to finance the Project, along with costs of issuance and underwriter's discount for the Bonds, in an amount not to exceed \$3,110,000.

**NOW, THEREFORE, BE IT RESOLVED** that the City Clerk is authorized and directed to publish a class 1 notice describing the purpose and maximum principal amount of the Bonds and describing the opportunity and procedure for submitting a petition requesting a referendum on the Bonds, pursuant to a concurrent resolution dated as of the date hereof and to be considered by the Common Council.

Dated at Hudson, Wisconsin, this 22nd day of February, 2015.

APPROVED:

\_\_\_\_\_  
Council President

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY OF HUDSON, WISCONSIN**

**RESOLUTION NO. 5-16**

**RESOLUTION DIRECTING PUBLICATION OF NOTICE TO ELECTORS**

**WHEREAS**, the Common Council of the City of Hudson, Wisconsin (the “City”) has adopted an initial resolution authorizing the preliminary issuance of general obligation bonds under Wisconsin Statutes, Chapter 67, as amended, in the maximum principal amount of \$3,110,000, to finance street improvement projects, including (i) the reconstruction of Vine Street between First Street and Ninth Street, and (ii) storm water improvements at the intersection of Third Street and Walnut Street.

**NOW, THEREFORE, BE IT RESOLVED** that the City Clerk is authorized and directed to, within 15 days of the adoption of this Resolution and the initial resolution described above, publish a class 1 notice under Wisconsin Statutes, Chapter 985, as amended, in the official newspaper of the City, describing the purpose and maximum principal amount of the above-described general obligation bonds and describing the opportunity and procedure for submitting a petition requesting a referendum on such bonds, which notice shall be in substantially the form attached hereto as Exhibit A.

Dated at Hudson, Wisconsin, this 22nd day of February, 2016.

APPROVED:

\_\_\_\_\_  
Council President

ATTEST:

\_\_\_\_\_  
City Clerk

**EXHIBIT A**

**NOTICE TO THE ELECTORS OF THE CITY OF HUDSON, WISCONSIN**

NOTICE IS HEREBY GIVEN that the following initial resolution (the “Initial Resolution”) has been adopted at a regular meeting of the Common Council of the City of Hudson, Wisconsin (the “City”) on February 22, 2016:

**RESOLUTION NO. 5-16**

**INITIAL RESOLUTION AUTHORIZING THE PRELIMINARY ISSUANCE OF GENERAL  
OBLIGATION BONDS FOR STREET IMPROVEMENT PROJECTS IN A  
MAXIMUM PRINCIPAL AMOUNT OF \$3,110,000**

BE IT RESOLVED that the Common Council of the City of Hudson, Wisconsin issue its general obligation bonds for the public purpose of financing improvements to various streets located within the City, in a maximum principal amount of \$3,110,000.

Wisconsin Statutes, Section 67.05(7)(b) provides that the question of issuing the general obligation bonds described in the Initial Resolution need not be submitted to the electors unless, within 30 days after the adoption of the Initial Resolution, a petition conforming to the requirements of Wisconsin Statutes, Section 8.40, as amended, is filed in the City Clerk’s office requesting a referendum. This petition must be signed by electors numbering at least 10% of the votes cast for governor in the City at the last general election.

Dated: February 22, 2016.

BY ORDER OF THE COMMON COUNCIL  
CITY OF HUDSON, WISCONSIN

**CITY OF HUDSON, WISCONSIN**

**RESOLUTION NO. 6-16**

**RESOLUTION PROVIDING FOR THE SALE OF GENERAL OBLIGATION STREET IMPROVEMENT BONDS, SERIES 2016A, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$3,110,000**

**WHEREAS**, the Common Council of the City of Hudson, Wisconsin (the “City”), has on the date hereof, pursuant to Wisconsin Statutes, Chapter 67, as amended (the “Act”), and specifically Section 67.05(1) of the Act, adopted an initial resolution preliminarily authorizing the issuance of general obligation bonds, in an amount not to exceed \$3,110,000, for the following public purposes and in the following amounts: (i) the reconstruction of Vine Street between First Street and Ninth Street; and (ii) storm water improvements at the intersection of Third Street and Walnut Street.

**NOW, THEREFORE, BE IT RESOLVED**, as follows:

1. Proposed Issuance of Bonds. It is in the best financial interests of the City to issue its General Obligation Street Improvement Bonds, Series 2016A (the “Bonds”), in the maximum principal amount of \$3,110,000, for the purpose above specified.
2. Sale of Bonds. The Common Council authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon. City staff shall coordinate such sale and the preparation of all necessary documentation with the City’s municipal advisor, Ehlers & Associates, Inc., and the City’s bond counsel, Eckberg Lammers, P.C.
3. Notice of Bond Sale. The City Clerk is authorized and directed to cause notice of the sale of the Bonds to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete, official Notice of Bond Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.
4. Official Statement. The City Clerk shall cause an Official Statement concerning the Bonds to be prepared by the City’s municipal advisor, Ehlers & Associates, Inc. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this Resolution.
5. Reimbursement Intent. This Resolution is intended to serve as an “official intent” of the City to comply with the reimbursement bond requirements set forth in United States Treasury Regulations, Section 1.150-2, as amended.
6. Dated at Hudson, Wisconsin, this 22nd day of February, 2016.

APPROVED:

\_\_\_\_\_  
Council President

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY OF HUDSON**  
**Council/Committee Issues**

**ITEM**  
**Plan Commission**  
Common Council – 2-22-16

Submitted to: **Common Council**

Date: **February 15, 2016**

Submitted by: **Dennis Darnold, CDD**

Regarding: **Certified survey map (CSM), two (2) commercial lots and one (1) outlot, east of STH 35 /  
Second Street and south of Coulee Road – MLME Holdings / Michael Leverty**

**ISSUE:** MLME Holdings, LLC have submitted for approval a certified survey map (CSM) creating two commercial lots and one outlot. Lot 1 is the general location of the vacant properties between the Dairy Queen and the Northwest Mutual on the east side of STH 35 and south of Coulee Road. Lot 2 is the parcel of the existing Northwest Mutual office building and parking lot to the south. Outlot 1 is the common / shared access for both lots.

Lot 1 is proposed to be developed with up to three commercial buildings. Phase one proposes a 7,440 sq. ft. two-story building for which a restaurant and architecture office are proposed to occupy the building.

Refer to attached CSM.

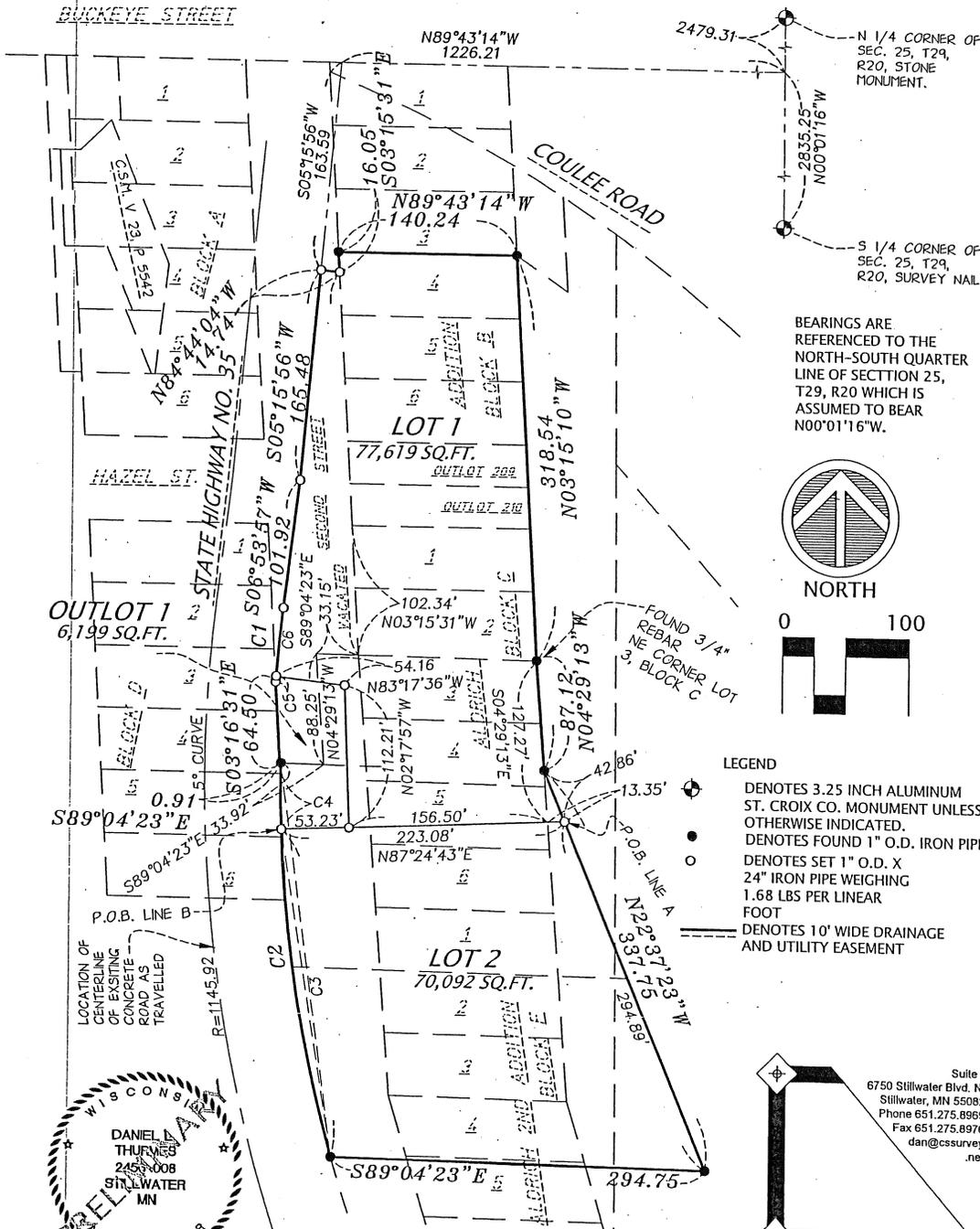
**STAFF RECOMMENDATION:** Recommends approval of the proposed CSM.

**COMMITTEE RECOMMENDATION:** Recommends approval of the proposed two lots and one outlot certified survey map as proposed by MLME Holdings, LLC / Michael Leverty.

# CERTIFIED SURVEY MAP

Parts of Aldrich's Addition, Aldrich's 2nd Addition and adjoining vacated streets lying within Government Lots 2 and 3 of Section 25, Township 29 North, Range 20 West, City of Hudson, St. Croix County, Wisconsin.

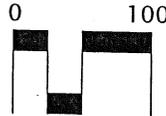
OWNERS:  
MLME Holdings, LLC  
201 2ND ST S  
HUDSON, WI 54016



BEARINGS ARE REFERENCED TO THE NORTH-SOUTH QUARTER LINE OF SECTION 25, T29, R20 WHICH IS ASSUMED TO BEAR N00°01'16"W.



NORTH

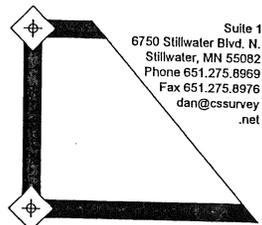


### LEGEND

-  DENOTES 3.25 INCH ALUMINUM ST. CROIX CO. MONUMENT UNLESS OTHERWISE INDICATED.
-  DENOTES FOUND 1" O.D. IRON PIPE
-  DENOTES SET 1" O.D. X 24" IRON PIPE WEIGHING 1.68 LBS PER LINEAR FOOT
-  DENOTES 10' WIDE DRAINAGE AND UTILITY EASEMENT



THIS INSTRUMENT WAS DRAFTED BY DANIEL L. THURMES



**CORNERSTONE**  
LAND SURVEYING, INC  
SHEET 1 OF 3 SHEETS

Suite 1  
6750 Stillwater Blvd. N.  
Stillwater, MN 55082  
Phone 651.275.8969  
Fax 651.275.8976  
dan@cssurvey.net



**CITY OF HUDSON**  
**Council/Committee Issues**

**ITEM**  
**Plan Commission**  
Common Council – 2-22-16

Submitted to: **Common Council**

Date: **February 16, 2016**

Submitted by: **Dennis Darnold, CDD**

Regarding: **Disposition of part of Birkmose Park abutting on Coulee Road between 202 Coulee Road and 236 Coulee Road**

**ISSUE:** Tyrell and Jennifer Gaffer have requested to be able to purchase an area, which is part of Birkmose Park, of approximately 50 feet x 75 feet and located between the Historic Casanova Liquor Store, 236 Coulee Road and the residence at 202 Coulee Road. Birkmose Park was given to the city approximately 90 years ago with the understanding the property would be used in perpetuity for park / recreational purposes. The area that is requested by the Gaffers is approximately 50 feet wide and 75 feet deep and abuts on Coulee Road. This area of Birkmose Park has not been used for park purposes in recent memory.

The city requires a public hearing to be held to invite public comment before the city may consider whether to dispose of park property. A hearing is scheduled for 6:55 p.m. on Monday, February 22 in regard to this matter. Please refer to the public hearing notice.

Wisconsin Statutes provides for a procedure for which a city may dispose of property deeded to a city / village by commencing an action in circuit court to be released from a condition on a gift of real estate or dedication. However, if the city may consider disposing of the property it is my understanding that the process required may be costly and that expense should be paid for by the party requesting the city to dispose of the property.

Please refer to attachments in regard to the letter from the Gaffers and general location maps.

**STAFF RECOMMENDATION:** (same as committee recommendation)

**COMMITTEE RECOMMENDATION:** Recommends disposing of the area of Birkmose Park located between Historic Casanova Liquor, 236 Coulee Road and the residence at 202 Coulee Road of which the cost of procedures to dispose of the property are to be paid by the requesting party Tyrrell and Jennifer Gaffer.

*Note: The Park Board also forwarded a similar recommendation.*

**NOTICE OF PUBLIC HEARING  
COMMON COUNCIL, CITY OF HUDSON, WISCONSIN**

Notice is hereby given, that the Common Council of the City of Hudson, Wisconsin will hold a public hearing on Monday, February 22, 2016, 6:55 p.m. to invite public comment in regard to the consideration of the Common Council to dispose of city park property. The property is part of Birkmose Park that abuts Coulee Road between the Historic Casanova Liquor, 236 Coulee Road and an adjacent residential lot at 202 Coulee Road. If you have any questions in regard to this matter you may contact Dennis Darnold, Community Development Director, 715/386-4776 x160 or [ddarnold@ci.hudson.wi.us](mailto:ddarnold@ci.hudson.wi.us).

Dated this 28<sup>th</sup> day of January, 2016  
LeAnne Addy, City Clerk

Publish Class II notice, February 4, 2016 and February 11, 2016 in *Star-Observer*; send affidavit of publication

Forwarded to Star-Observer, 1-28-16,  
Posted in city hall lobbies, 1-28-16

CC: Mayor and Common Council  
Devin Willi, City Administrator  
Catherine Munkittrick, City Attorney  
Tom Zeuli, Director of Parks and Public Works  
Dennis Darnold, Community Development Director

Adjacent properties



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.

Know all men by these presents that C. J. Birkmore, widower of the city of Hudson in the County of Wisconsin, grantor, in consideration of the sum of One Dollar and other valuable considerations, hereby conveys and warrants unto the city of Hudson, a municipal corporation of St. Croix County, Wisconsin, grantee, those certain lands and premises situate in the County of St. Croix and State of Wisconsin, mentioned and described in that certain quit claim deed of record in the office of the Register of Deeds for St. Croix County, Wisconsin in Volume 174 of Quit Claim Deeds on page 492, together with the assessments, privileges and appurtenances thereto belonging and subject to the reservations and conditions set forth in said quit claim deed above mentioned and referred to, and also those certain lands and premises situate in the County of St. Croix and State of Wisconsin, mentioned and described in that certain deed of record in the office of the Register of Deeds for St. Croix County, Wisconsin in Volume 184 of Deeds on Page 615, together with the assessments, privileges and appurtenances thereto belonging;

To Have and to Hold the same unto the said grantee forever to be used, enjoyed and designated for park, pleasure ground and recreation purposes and upon condition that said premises shall not be used for other or different purposes than those last above described and upon the further condition that the Indian Mounds located thereon shall not be willfully or intentionally destroyed or obliterated or be permitted to be willfully destroyed or obliterated by the act or neglect of those herein, it being the intention and purpose hereof that the grantee herein use and exercise all reasonable and proper effort for the maintenance and preservation of said Indian Mounds as monuments of historic interest for all future time.

In Witness Whereof, I have hereunto set my hand and seal this 19th day of March, 1924

In presence of: C. J. Birkmore (Seal)  
 W. P. Kirk  
 August Larson  
 State of Wisconsin }  
 St. Croix County } ss.

Personally came before me this 19th day of March, 1924, the above named C. J. Birkmore, to me known to be the person who executed the foregoing instrument and acknowledged the same.

C. J. Birkmore

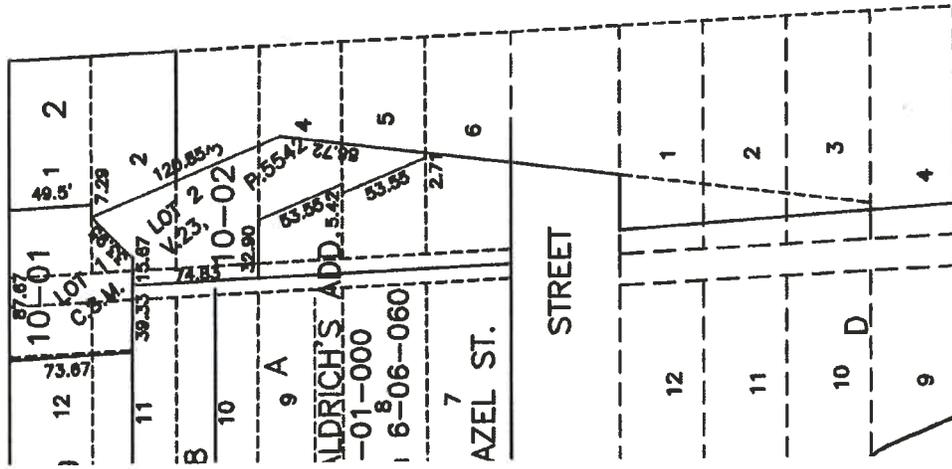
Subscribed and sworn to before me  
 this 19th day of March, 1924  
 (Seal)

W. P. Kirk  
 Notary Public, St. Croix County, Wis.  
 My Commission expires April 25, 1924

Received for Record Sept 23rd, 1925 at 3 PM



APPROXIMATE AREA



66'



Approximate area

SHEET 11

1	2
3	4



**CITY OF HUDSON  
COUNCIL/COMMITTEE ISSUES**

<b>SUBMITTED TO:</b>	Finance Committee/Common Council
<b>DATE:</b>	February 19, 2016
<b>SUBMITTED BY:</b>	Mayor Alan Burchill
<b>REGARDING:</b>	2016 Community Subsidies Budget

**ISSUE:** My recommendations for the 2016 Community Subsidies Budget for 2016 follow on the next page.

My recommendations include:

- Payment of 70% of room tax dollars collected to the Hudson Area Chamber of Commerce and Tourism Bureau (which would include the City's annual dues). This amount would be maxed at \$150,000, if room tax collections exceed \$214,286.
- Increasing the allotment for the annual fireworks to \$12,000.
- Increasing the allotment for flower baskets to \$4,400.
- Decreasing the allotment for Miss Hudson to \$3,000.
- Including an allotment to the Hudson Police Explorers group for \$500.
- Eliminating the \$800 allotment to the Banners, as the Hot Air Affair has donated new banners.
- No allotment for the Phipps Center for the Arts.
- Allocate \$6,000 from the 2016 budget and \$6,000 from prior year unexpended funds, for a total of \$12,000 for repairs to the Hudson arch sign
- Leaving all other allotments the same.

**RECOMMENDATION:** To consider the proposed 2016 Community Subsidies Budget.

<b>CITY OF HUDSON</b>			
<b>ROOM TAX COMMUNITY SUBSIDIES</b>			
<b>MAYOR'S RECOMMENDED BUDGET 2016</b>			
	<b>2015 BUDGET</b>	<b>2015 ACTUAL</b>	<b>2016 BUDGET</b>
<b>PROJECTED ROOM TAX REVENUE</b>	<b>\$ 190,000.00</b>	<b>\$ 231,160.82</b>	<b>\$ 190,000.00</b>
<b>ROOM TAX ALLOCATION</b>			
	2015 Budget Allocation	2015 Actual Allocation	2016 Budget Recommendation
Chamber Tourism & Dues	\$ 133,000.00	\$ 150,000.00	\$ 133,000.00
<b>Total Chamber</b>	<b>\$ 133,000.00</b>	<b>\$ 150,000.00</b>	<b>\$ 133,000.00</b>
<b>CITY TOURISM, BEAUTIFICATION AND OTHER EXPENDITURES</b>			
	2015 Budget Allocation	2015 Actual Allocation	2016 Budget Recommendation
Fireworks	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00
Holiday Lighting	\$ 5,000.00	\$ 3,598.00	\$ 5,000.00
Concert Series	\$ 5,000.00	\$ 4,890.00	\$ 5,000.00
Banners	\$ 800.00	\$ 800.00	\$ -
Flower Baskets	\$ 3,000.00	\$ 2,000.00	\$ 4,400.00
Octagon House	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Cemetery	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Senior Citizens	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
VFW	\$ 500.00	\$ 500.00	\$ 500.00
Miss Hudson	\$ 3,500.00	\$ 3,870.00	\$ 3,000.00
Hot Air Affair	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Hudson Arch Sign Repairs	\$ -	\$ -	\$ 6,000.00
Hudson Explorers Post	\$ -	\$ -	\$ 500.00
<b>Total</b>	<b>\$ 48,300.00</b>	<b>\$ 46,158.00</b>	<b>\$ 56,900.00</b>
<b>UNALLOCATED FUNDS</b>			
	2015 Budget Allocation	2015 Actual Allocation	2016 Budget Allocation
Unallocated - Net Increase	\$ 8,700.00	\$ 35,002.82	\$ 100.00
Unallocated Proposed Expenditure 2016			
Hudson Arch Sign Repairs			\$ (6,000.00)

If 2015 revenue exceeded the budgeted amount, the Chamber allocation would not exceed \$150,000. The Mayor is again recommending this in 2016.

\$1,000 Donation from Women's Club offset part of the cost of the baskets

# CITY OF HUDSON ISSUE SHEET

<b>DATE:</b> 2-4-2016
<b>SUBMITTED TO:</b> Utility Commission/City Council
<b>SUBMITTED BY:</b> Kip Peters Utility Director
<b>REGARDING:</b> Award of proposal Sensus Meters, Base Stations & Antennas

**ISSUE:** Proposals were opened on 2/4/2016 for Sensus Meters, Base Stations & Antennas. There was 1 proposal received from HD Supply, 637 Commerce Ave., Hudson, WI. 54016. Since this is a 5 year proposal, the breakdown is as follows:

(Final costs will vary depending on number of meters purchased and size)

<u>Proposal from HD Supply</u>	<u>My Estimates in January</u>	
2016- \$409,200	2016- \$415,200	
2017- \$318,400	2017- \$323,400	
2018- \$332,100	2018- \$336,900	
2019- \$343,200	2019- \$349,800	
2020- \$356,400	2020- \$362,400	
<b>Total- \$1,759,300</b>	<b>Total- \$1,787,700</b>	<b>Diff- \$28,400</b>

This is a complete package including meters, software, software hosting, antennas and base stations.

**FUNDING SOURCE:** Water: #600.45.57550.819  
Waste water: #610.47.57330.990

**STAFF RECOMMENDATION:** Recommend approval of the proposal marked “Sensus Meters, Base Stations & Antennas” from HD Supply, 637 Commerce Ave. Hudson, WI. 54016.

**COMMITTEE RECOMMENDATION:** Motion by TeWinkel, second by Adams to accept HD Supply’s proposal for Sensus Meters, Base Stations & Antennas and forward to City Council for approval. All yes.



## **SENSUS METERS, BASE STATIONS & ANTENNAS PROPOSAL**

City Administrator

City of Hudson

505 Third Street

Hudson, WI.

The enclosed said proposal "Sensus Meters, Base Stations & Antennas" is a complete package as described by the Legal Notice for sealed bids to be delivered to the City Administrator by 11:00 a.m. Feb. 4, 2016.

Choosing the Sensus Flex Net system gives the City by far the system of choice for a true two-way and the only FCC licensed and secure system available allowing for unmatched reliability and readability.

The max delivery date for items bid is 180 days from date of contract award.

Meter and Smartpoint pricing for years 2019 & 2020 will be set by the CPI (Consumer Price Index). As an average this is generally 3%.

Thank you for the opportunity to bid these Sensus products,

Joe Kniseley – Sales Rep

HD Supply Waterworks

[joe.kniseley@hdsupply.com](mailto:joe.kniseley@hdsupply.com)

715-896-0896

On behalf of HD Supply, I look forward to opportunity to extend the partnership we have had with the City of Hudson for many more years.

CITY OF HUDSON  
PROPOSAL FORM

Mark Envelope: **SENSUS METERS, BASE STATIONS & ANTENNAS PROPOSAL**, addressed to the City Administrator.

The Subscriber hereby proposes to furnish the following, in accordance with the provisions of the proposal document of which this forms a part. Furnish price per meter.

All 5/8"-1" meters to be Sensus Iperl	2016	2017	2018	2019	2020
5/8"x5/8"x3/4"	\$ 115. <sup>00</sup>	\$ 119. <sup>00</sup>	\$ 123. <sup>00</sup>	\$ CPI	\$ CPI
3/4" x 9"	\$ 130. <sup>00</sup>	\$ 135. <sup>00</sup>	\$ 139. <sup>00</sup>	\$ CPI	\$ CPI
1"	\$ 185. <sup>00</sup>	\$ 190. <sup>00</sup>	\$ 195. <sup>00</sup>	\$ CPI	\$ CPI

All radio transmitters to be Sensus 510M Smartpoints. Furnish price per transmitter.

	2016	2017	2018	2019	2020
510M single port	\$ 115. <sup>00</sup>	\$ 120. <sup>00</sup>	\$ 124. <sup>00</sup>	\$ CPI	\$ CPI
510M dual port	\$ 129. <sup>00</sup>	\$ 134. <sup>00</sup>	\$ 139. <sup>00</sup>	\$ CPI	\$ CPI

CITY OF HUDSON  
PROPOSAL FORM CONTINUED  
SENSUS AMI

2- M 400 Base Stations installed w/ antennas \$ 81,800.<sup>00</sup>

(Utility to be responsible for concrete pads or stands if necessary, electrical requirements, underground conduits if necessary and backhaul communication line (DSL, Fiber, etc.) to Base Station.

\*Sensus Analytics Hosting & Software for up to 9,000 endpoints (estimated @ 1800/yr)

\*Enhanced Water Analytics Hosting & Software w/ 5 year contract (includes Alert Manager, Alarm Insight & Alarm Console):

REQUIRED	PART NUMBER	FEE-TYPE	2016	2017	2018	2019	2020	TOTAL
Annual RNI SaaS Fee	SSX42XXXXXXXXXX	ANNUAL	8,000. <sup>00</sup>	8,240. <sup>00</sup>	8,487. <sup>00</sup>	8,742. <sup>00</sup>	10,130. <sup>00</sup>	43,599. <sup>00</sup>
RNI SaaS SETUP FEE	MS SU RNI SaaS1	ONE-TIME	7,725. <sup>00</sup>					7,725. <sup>00</sup>
TRAINING (RNI CORE EDUCATION-ONSITE)	ED RNI ONSITE	ONE-TIME	5,000. <sup>00</sup>					5,000. <sup>00</sup>
SENSUS ANALYTICS ENHANCED	539.63.837.0053 5B	ANNUAL	6,375. <sup>00</sup>	6,566. <sup>00</sup>	9,150. <sup>00</sup>	11,654. <sup>00</sup>	13,928. <sup>00</sup>	47,673. <sup>00</sup>
SENSUS ANALYTICS SETUP FEE	539.63.837.0052 1B	ONE-TIME	3,750. <sup>00</sup>					3,750. <sup>00</sup>
SENSUS ANALYTICS BASIC INTEGRATION PERFORMED BY VAR		ONE-TIME						
SENSUS ANALYTICS BASIC INTEGRATION PERFORMED BY SENSUS	PS SA STANDARD	ONE-TIME	1,875. <sup>00</sup>					1,875. <sup>00</sup>
SENSUS ANALYTICS CUSTOM INTEGRATION PERFORMED BY SENSUS	PS SA CUSTOM	ONE-TIME						
SENSUS ANALYTICS (ON-SITE TRAINING)	539.63.837.0054 0	ONE-TIME	1,875. <sup>00</sup>					1,875. <sup>00</sup>
OPTIONAL TEXT MESSAGES BLOCK OF 6,000 MESSAGES	539.63.837.0050 7	ANNUAL						
TOTALS			34,600. <sup>00</sup>	14,806. <sup>00</sup>	17,637. <sup>00</sup>	20,396. <sup>00</sup>	24,058. <sup>00</sup>	111,497. <sup>00</sup>

1<sup>st</sup> year start-up costs including Base Stations with Enhanced Analytics Totals \$ 116,400.<sup>00</sup>

It is understood the right is reserved by the City of Hudson to increase, decrease, or delete any of the above quantities. The City of Hudson reserves the right to award all or any parts of this proposal to one or more proposers as determined by the lowest and best proposal and/or specifications, at its sole discretion.

Executed at: \_\_\_\_\_ this 26 day of JANUARY, 2016.

By Signature: Mark Smith Title: District Manager

Printed Name: Mark Smith

Company: HD Supply Waterworks Ltd

Address: 637 Commerce Ave, Hudson, WI 54016

Phone: 715-384-6010 Fax: 715-381-3123

Federal ID #: 03-0550887

NOTICE OF AWARD

Date:

Project: Sensus Meters, Base Stations & Antennas	
Owner: City of Hudson	Owner's Contract No.: NA
505 THIRD STREET, HUDSON, WI 54016	Project No.: NA
Proposer:	
Proposer's Address: :	

You are notified that your Proposal dated \_\_\_\_\_ for the above Contract has been considered. You are the Successful Proposer and are awarded a Contract for \_\_\_\_\_ project.

The Contract price is based on the rates provided on the proposal form and of the terms in the AGREEMENT.

The Contract Price is ( zero/cents).

Dollars (\$ \_\_\_\_\_ ).

Three (3) copies of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner Three (3) fully executed counterparts of the Contract Documents.
2. ~~Deliver with the executed Contract Documents the payment bond as specified in the proposal documents.~~
3. Deliver to the City a Certificate of Insurance and endorsements showing the city, its officers, employees and agents as additional insured.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Proposal security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

\_\_\_\_\_  
City of Hudson, Wisconsin

Owner

By: \_\_\_\_\_

Authorized Signature

Kip Peters-Utility Director

SENSUS METERS, BASE STATIONS & ANTENNAS  
ADDENDUM

January 25, 2016

ADDENDUM NO. 1

TO: Prospective Bidders

FROM: City of Hudson, 505 Third St.

RE: Sensus Meters, Base Stations & Antennas

This addendum forms a part of the Contract Documents and modifies the original Proposal Documents dated January 21, 2016.

Acknowledge receipt of this addendum in the space provided below and include with submission of proposals. Failure to do so may subject the Bidder to disqualification.

This addendum consists of 1 page.

CHANGES TO SPECIFICATIONS

1. Section No. II. General Conditions
  - a. Execution of Contract
    - i. Exclude "contract bond and"
  - b. Failure to Execute Contract
    - i. Exclude "and file acceptable bond"
2. Notice of Award
  - a. Exclude
    2. Deliver with the executed Contract Documents the payment bond as specified in the proposal documents.

City of Hudson

Signature of Bidder and Date

 1/26/15

END OF ADDENDUM



# CITY OF HUDSON ISSUE SHEET

<b>DATE:</b> 2/4/2016
<b>SUBMITTED TO:</b> Utility Commission/ City Council
<b>SUBMITTED BY:</b> Kip Peters Utility Director
<b>REGARDING:</b> Water Meter Replacement & Cross Connection Inspection Program

**ISSUE:** Proposals were opened on 2/4/2016 for “Water meter replacement & cross connection inspection program”. There was 1 proposal received from Hydro Corp, 2665 S. Moorland Rd. Suite 209, New Berlin, WI. 53151. Since this is a 5 year proposal, the breakdown is as follows:

(Final costs will vary depending on number of inspections being conducted)

<u>Proposal from Hydro Corp</u>	<u>My Estimates in January</u>	
2016- \$96,360	2016- \$120,000	
2017- \$96,360	2017- \$122,000	
2018- \$98,280	2018- \$124,000	
2019- \$100,200	2019- \$125,000	
<u>2020- \$102,690</u>	<u>2020- \$126,000</u>	
Total- \$493,890	Total- \$617,000	Diff- \$123,110

This includes meter change out, cross connection inspection, electronic integration with software and clear water inspection.

**FUNDING SOURCE:** Water: #600.45.57550.819  
Waste water: #610.47.57330.990

**STAFF RECOMMENDATION:** Recommend the approval of the proposal marked “Water meter replacement & cross connection inspection program” from Hydro Corp, 2665 S. Moorland Rd. Suite 209, New Berlin, WI. 53151.

**COMMITTEE RECOMMENDATION:** Motion by Irwin, second by Hassan to accept the proposal from Hydro Corp for the Water Meter Replacement & Cross Connection Inspection and forward to City Council for approval. All yes.

**PROPOSAL**  
**WATER METER REPLACEMENT**  
**AND**  
**CROSS-CONNECTION INSPECTION PROGRAM**

**CITY OF HUDSON**

505 Third St.  
Hudson, WI 54016

February 1<sup>st</sup>, 2016

**KEEPING DRINKING WATER**  
**SAFE FOR INDUSTRIES**  
**AND MUNICIPALITIES**

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

**HYDROCORP**

THE SAFE WATER AUTHORITY

CROSS-CONNECTION  
CONTROL / BACKFLOW  
PREVENTION

WATER SYSTEM  
SURVEYS / AUDITS

PIPE SYSTEM MAPPING  
AND LABELING

WATER SAMPLING  
AND ANALYSIS / RISK  
ASSESSMENTS

PROGRAM  
AND PROJECT  
MANAGEMENT

COMPLIANCE  
ASSISTANCE /  
DOCUMENTATION



**MIDWEST OFFICE**

2665 S. Moorland Rd. Suite 209  
New Berlin, WI 53151  
800.315.4305 TOLL FREE  
262.264.6402 PHONE

PROJECT CONSULTANT: Gary McLaren  
262.951.0059 CELL  
gmclaren@hydrocorpinc.com EMAIL



## Table of Contents

<b>1. INTRODUCTION</b> .....	2
<b>1.1. Cross Connection Related Definitions</b> .....	2
<b>1.2. Common Cross-Connection Hazards</b> .....	2
<b>2. PROJECT WORK PLAN</b> .....	2
<b>2.1. Purpose of a Water Meter Replacement and Cross-Connection Inspection Program</b> ...	2
<b>2.2. Meeting the Cross-Connection Control Program Objectives</b> .....	3
<b>2.3. Stakeholders</b> .....	3
<b>3. WATER CUSTOMER CARE AND ADMINISTRATION PROCESS</b> .....	4
<b>3.1. Online Appointment Website</b> .....	4
<b>3.2. Public Awareness Education Materials</b> .....	4
<b>3.3. Postal Notification Process – Inspections</b> .....	4
<b>3.4. Program Data</b> .....	5
<b>3.5. Database Software</b> .....	5
<b>3.6. Information Technology (I/T)</b> .....	5
<b>3.7. Program Data Backup and Storage</b> .....	5
<b>4. SCOPE OF WORK</b> .....	6
<b>5. CONTRACT PRICING – BID SHEET</b> .....	8
<b>6. BACKGROUND</b> .....	9
<b>6.1. The HydroCorp Promise</b> .....	9
<b>6.2. Company Overview</b> .....	9
<b>6.3. Office Address &amp; Contact Information</b> .....	10
<b>7. PERSONNEL</b> .....	11
<b>8. REFERENCES –COMMERCIAL AND INDUSTRIAL PROGRAM CLIENTS</b> .....	13
<b>9. LETTERS OF REFERENCE – EXHIBIT A</b> .....	14



## **1. INTRODUCTION**

### **1.1. Cross Connection Related Definitions**

- **Backflow** – the undesirable reversal of flow of liquid, gas or other substance in a piping system.
- **Backflow Preventer** – an assembly, device, or method that prevents backflow.
- **Cross-Connection** – an actual connection or a potential connection between any part of a potable water system and any other environment that would allow substances to enter the potable water system.
- **Cross-Connection Control** – a program to eliminate cross-connections or to prevent them from causing a public health threat.
- **Cross-Connection Control Survey** – the review of the plumbing system to determine the existence of potential or actual cross-connections and to assess the degree of hazard of protected and unprotected cross-connections.

### **1.2. Common Cross-Connection Hazards**

- Garden Hose connections with missing backflow preventers.
- Water Softener discharge lines directly connected to drain piping.
- Boilers with missing or inappropriate backflow preventers.
- Improperly installed or Backflow Prevention Assemblies missing test documentation.
- Toilets with faulty or unapproved anti-siphon fill valves.
- Lawn Irrigation systems with missing or inappropriate backflow preventers.
- Restaurant equipment connected to water supply with missing backflow preventers.
- Dental office equipment with missing backflow preventers.
- Fire Sprinkler systems with missing or inappropriate backflow preventers.
- Chemical mixing systems in janitorial closets with missing backflow preventers.

## **2. PROJECT WORK PLAN**

### **2.1. Purpose of a Water Meter Replacement and Cross-Connection Inspection Program**

- Cost effectively replace residential water meters for the City of Hudson.
- Provide quality water customer care throughout the project.
- Protect the water supply from backflow & public health and safety.
- Comply with state and local regulations (WI-DNR 810.15).
- Minimize risk and liability.
- Eliminate hazardous cross-connections to the drinking water supply.
- Survey and document any visible illicit connections to the Sanitary Sewer within the basement.



## 2.2. Meeting the Cross-Connection Control Program Objectives

- Providing cross-connection control consultation and recommendations to the CITY OF HUDSON.
- Inspecting water customers for cross-connections during site visit for meter replacement
- Maintaining cross-connection control records.
- Notifying water customers of violations and corrective action instructions.
- Providing water customer non-compliance status to the water utility.
- Providing public education.

## 2.3. Stakeholders

HydroCorp recognizes that many different stakeholders will be affected by a Cross-Connection Control Program. The following chart illustrates the various agencies, internal staff and external people that have an impact on overall program success and compliance.



HydroCorp strives to maintain a good working relationship and clearly communicate the goals of a Cross-Connection Control Program with all of the above stakeholders. We understand that our staff interaction in the community and with regulatory agencies is an extension of your positive community image. HydroCorp has maintained an excellent working relationship with local Mayors, City Managers, plumbing and building officials, health inspectors and others in order to provide them with a simple and clear understanding of the impact of a Cross-Connection Control program, regulations and the need to protect the drinking water supply from contamination.



### 3. WATER CUSTOMER CARE AND ADMINISTRATION PROCESS

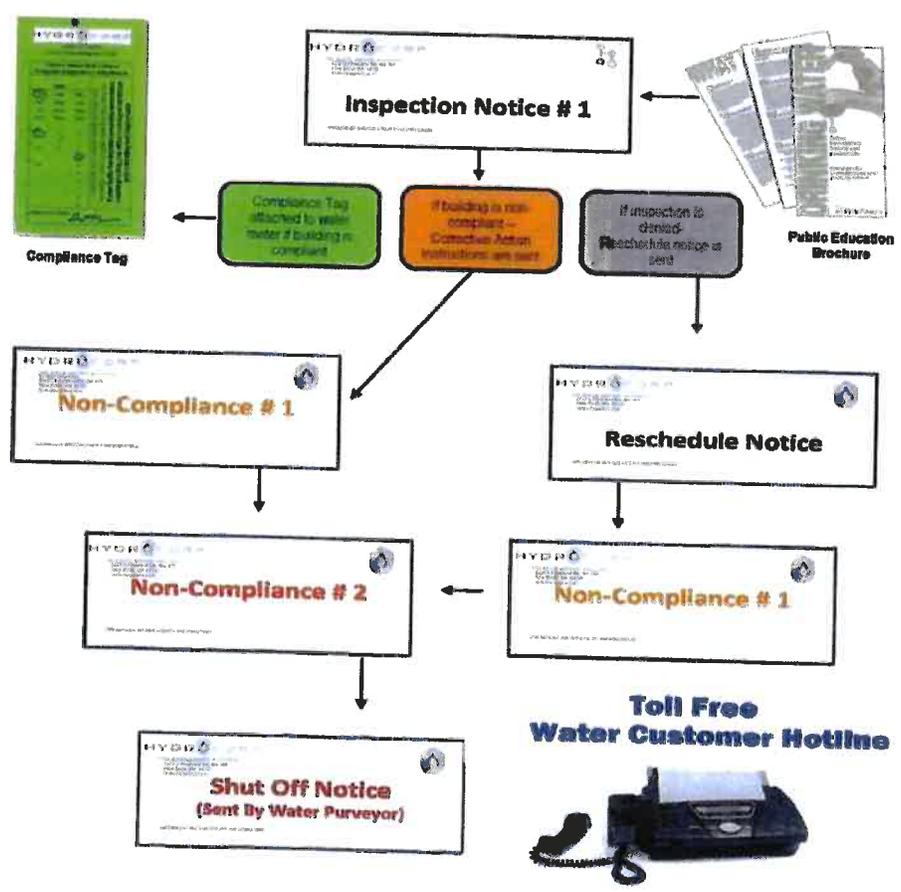
#### 3.1. Online Appointment Website

HydroCorp coordinates water customer appointments via a secure third party software platform which allows water customers to make their own appointment dates and times. HydroCorp also secures appointments when water customers call our toll free appointment number and speaks with one of our full time program administrators for appointment confirmation.

#### 3.2. Public Awareness Education Materials

As allowed by DNR 810.15, a Public Educational Brochure specific to Residential Bathrooms and Kitchens will be provided to each homeowner during the meter replacement and cross-connection inspection site visit. Further Public Education resources including brochures and video files can be found at <http://www.hydrocorpinc.com/resources/links/>

#### 3.3. Postal Notification Process – Inspections





### **3.4. Program Data**

The most critical element of a Cross-Connection Control Program is data integrity. Without accurate data, the Cross-Connection Control program will experience customer service, administrative, and reporting issues and also result in field survey inefficiencies.

### **3.5. Database Software**

HydroCorp utilizes a proprietary software program – HydroSoft™ to manage Cross-Connection Control Program data. All program data captured shall remain the property of the City of Hudson. All of our Client Data is secured on our Application Server, which is behind both a Hardware and a Software Firewall.

Standard reports include the following:

- Meters replaced, inspections scheduled, completed, overdue and compliance status
- Custom queries, data exports and reports as needed
- DNR Annual Report

### **3.6. Information Technology (I/T)**

HydroCorp has a dedicated team member responsible for Information Technology (I/T) infrastructure for internal (staff) needs as well as external (client) communication and reporting needs. We also have a dedicated person responsible for new client start up and database implementation in order to insure we have the most accurate information possible at any given point in time.

We have continually invested in both hardware infrastructure (Network Servers, Client Workstations, Firewalls and Tablet P.C.'s for Field Inspectors) and software in order to leverage technology in the workplace and to improve customer service and assist in lowering our costs to our clients. HydroCorp has a contracted service agreement with a local I/T Company that performs monthly routine system maintenance and monitors our infrastructure/servers for optimum performance and reliability.

### **3.7. Program Data Backup and Storage**

All of our Client Data is secured on our Application Server, which is behind both a Hardware and a Software Firewall. The Application Server is backed up twice a day. 5 copies of the backup are then created and stored at 3 separate locations. 3 of the 5 backup copies are stored locally. One is on the application server itself, one is on our File server, and one is backed up to a Network Attached Storage (NAS) device. Having 3 local backup copies stored on the different machines means that in the unlikely event of a hardware malfunction, we can recover the data very quickly. Additionally, we backup the data to our backup server located in our Corporate Office, and we employ a secure on-line backup service that stores 2 copies of our backup at two independent locations.



#### 4. SCOPE OF WORK

**HydroCorp to provide the following services:**

- A. Devise a postal notification letter to inform selected residential water customers of required meter replacement during a specific date range specified in the letter. Letter shall be approved by the City prior to use by Contractor. Notification letter to include advising owner/occupant of temporary water Disconnection and responsibilities of owner for providing unobstructed access to within 8 cubic feet surrounding the existing water meter.
- B. Send postal notification letters to designated water customer addresses to ensure necessary meter Replacement appointments are confirmed.
- C. Devise and host a dedicated website page for setting appointments with water customers at specific intervals during normal business hours. Water customers will have access to schedule their own appointments via a free and secure appointment website system. Website link to be presented on postal notices and City of Hudson website.
- D. Provide designated City staff with online access to the live appointment schedule system.
- E. Provide full---time Toll Free 800 number phone support for customer questions and appointment Requests by Contractor Administration Staff. Direct phone contact to Contractor staff will be available 8:30AM-5PM, five days per week excluding holidays. Optional Saturday appointments will be offered once per month.
- F. Contractor will make 2 attempts to establish an appointment for meter replacement at each address. Definition of attempts: 1<sup>st</sup> Postal notice 2<sup>nd</sup> Postal notice 3<sup>rd</sup> City of Hudson
- G. Contractor reserves the right to determine safe operating condition of water shut off control valves prior to performing any meter replacement work. Curb stop shutoff by Utility Staff may be an option if available at a mutually agreed time between Water Utility Technician, Contractor Technician and Homeowner. Control valves appearing to be in questionable condition or potentially leaking/prone to failure will be required to be replaced or repaired at the cost of building owner prior to any meter upgrade work being performed by Contractor.
- H. Document in electronic format; relevant identification numbers and meter readings of each existing and new meter installed by Contractor. Each digital record will include a digital image of the old meter installed for account reference.
- I. Electronic documentation format will be in both PDF and Excel for each meter replaced. PDF record of each meter exchange will be emailed to City at the time of each meter replacement. Data is also provided in Excel format in bulk periodic reporting.
- J. Install new water meter, associated fittings and gaskets as provided by the City.



- K. Contractor Technician shall verify activation of each meter installed, re-establish water supply and verify full water pressure at nearest tap for 30 seconds.
- L. Reported leaks at meter junction or service control valve within 24 hours (Monday–Friday) after meter replacement will be addressed within a 24 hour period of notification to Contractor.
- M. Deliver removed (old) meters and transmitters to a designated area of the 5<sup>th</sup> St. water meter shop on a daily basis.
- N. Retrieve new meters, fittings and gaskets as provided by the City on a daily basis during normal working hours. New meters will be available in a designated area at the 5<sup>th</sup> St. water meter shop.
- O. Provide ongoing progress meter replacement status reporting during the contract period.

**Cross Connection Control Inspection Scope:**

- P. Survey the entire potable water system for cross connections to meet NR.810.15 of each facility where water meters are replaced.
- Q. All testable & non---testable backflow prevention devices will be inventoried and documented during the on---site survey and made available in Excel Format.
- R. All existing backflow prevention devices, (i.e. testable & non---testable) must be inspected for proper installation, inventoried and documented. Documentation to include size, make, model, serial number, regulated object number and location on site of survey.
- S. Generate all inspection notifications for non---compliant building owners informing them of installation requirements or required corrective action. Specific SPS 382.41 plumbing code reference and written corrective action recommendations shall be included for each non---compliant building.
- T. Provide full-time and Toll Free phone call in support for customer questions by an individual trained in cross connection control. Phone will be staffed during normal business hours Monday through Friday. An automatic message service will be provided for after hour calls.
- U. Document a facility degree of hazard and appropriate future re-survey frequency upon Completion of each survey.
- V. Provide a comprehensive summary of all cross connection inspections completed and compliance status in Excel Format.

**Clear Water Inspection Scope:**

- W. Survey the entire sanitary sewer system (basement) for potential Clear Water connections to the sanitary sewer system. (sump pump discharge location, cisterns, lateral venting material, private wells, signs of clear water entry).
- X. Document and report any violations in electronic format, with address, date and supporting digital images.





## 6. BACKGROUND

### 6.1. The HydroCorp Promise

HydroCorp is the Safe Water Authority.™ It is our duty to provide the most precise and comprehensive technical services in the industry. It also means delivering those services with expert knowledge, professionalism, and sensitivity to budgets and schedules – the highest standard of water safety oversight, combined with the highest value.

The Result – Your water system is compliant. Your risk and exposure are reduced. Your water – and your people – are protected.

### 6.2. Company Overview

- Founded in 1983 and incorporated in 1988.
- The firm has grown from two employees to a staff of over 40 full time associates in multiple states. Average tenure with the company is 7 years and employee turnover is less than 10%.
- HydroCorp Conducts over 25,000 on site, Cross-Connection Control Inspections *annually*.
- HydroCorp provided Cross-Connection Control Program Management Services to over 240 communities in several states including: Michigan, Wisconsin, Delaware, Maryland, Virginia, Florida and Minnesota. We still have our first customer!
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), and American Society for Sanitary Engineering (ASSE). We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp staff and company are active members in many water industry associations including:
  - American Water Works Association (AWWA) | AWWA – Wisconsin Chapter
  - National Rural Water Association (NRWA) | Wisconsin Rural Water Association
  - American Public Works Association (APWA)
- HydroCorp is not a Plumbing Company and does not utilize existing staff to perform backflow prevention assembly testing, repair or plumbing related services.



### 6.3. Office Address & Contact Information

<b>Regional Office:</b>	HydroCorp – Midwest Office 2665 S. Moorland Rd., Suite 209 New Berlin, WI 53151	
<b>Contact:</b>	Gary McLaren	
<b>Telephone:</b>	800.315.4305 Emergency: 262.951.0059	
<b>Email:</b>	<a href="mailto:gmlaren@hydrocorpinc.com">gmlaren@hydrocorpinc.com</a>	
<b>Corporate Office: (Remit to Address)</b>	HydroCorp – Corporate Office 5700 Crooks Rd., Ste. 100 Troy, MI 48098	
<b>Telephone:</b>	800.690.6651 or 248.250.5000	
<b>Legal Status:</b>	S-Corporation, 1988   E.I.D. 38-2810008	<p>WI Office (Above) Corporate Office (Below)</p>
		

### Program Administration and Water Customer Care Team

<b>Karen Hanson</b>	Program Administration Manager	800.690.6651 ext. 5008
<b>Tracy Matas</b>	Program Administrator	800.690.6651 ext. 5019
<b>Kathy Smagghe</b>	Program Administrator	800.690.6651 ext. 5033
<b>Nancy Essers</b>	Water Customer Appointments	800.315.4305
<b>Sandy Redlin</b>	Program Administrator	800.690.6651 ext. 5034



## 7. PERSONNEL

### **Gary McLaren | *New Program Development/Training Coordinator -Midwest Region***

Gary is responsible for Cross-Connection classes and new Cross Connection Control Program development in the Midwest Region. Since 2004 at HydroCorp, he was responsible for identification of hazards and deficiencies and determining proper recommendations for over 80 municipal client cross-connection control programs in Wisconsin. He also generated inspection reports and protection recommendations for over 3,000 individual facility surveys of cross-connections. In the past 5 years, Gary has been focused on coordinating and instructing various Cross Connection Control classes around the Midwest in addition to developing new Cross Connection Control Programs for Municipal Water System around the region.

- Conducted Cross-Connection Surveys –45 North American Large Industrial Facilities 1999-2000
- Certification MDEQ (Michigan) Advanced Cross-Connection Control Training Program 2004
- Cross-Connection Control Program Manager –WI Region; 25 Water Utility clients 2005-2007
- Multiple published articles in Public Water System periodicals (WWA Magazine summer 2008 & WRWA Magazine winter 2011,2013)
- Annual participant & past presenter at annual WWA Conferences & WRWA Conferences 2008-2015
- Instructor at DNR class on Cross Connection Control – Green Bay, Dec. 11 2008
- Lead Instructor with Wisconsin Rural Water Association Cross Connection Control Class Series – Statewide, 2009 -2014 (12 full day courses annually)
- Lead Instructor with Minnesota Rural Water Association Cross Connection Control Class Series – 2010 and 2013
- ASSE #5150 Certified Backflow Prevention Program Administrator
- ASSE #5120 Certified Cross Connection Control Surveyor
- Vice Chairperson – Wisconsin Water Association Education Committee 2011-2012

### **DJ Schneider | *Operations Manager, Midwest Region - Municipal Division***

DJ has been with the HydroCorp team since 2009 and inspecting plumbing systems for over 12 years. As a Cross-Connection Surveyor, DJ has completed cross-connection inspections at over 20,000 individual commercial and industrial facilities. He currently oversees operational and administrative services for cross-connection control programs in the HydroCorp Midwest Region.

- ASSE #5120 Certified Cross Connection Control Surveyor
- UDC-Plumbing Inspector
- Cross Connection Control Tester
- UDC-HVAC Inspector
- UDC-Construction Inspector
- UDC-Electrical Inspector
- Master Electrician



**Jerry Rugg | Cross Connection Control Surveyor – Project Specialist**

Jerry is a resident in the Village of Roberts, WI and has been with the HydroCorp team since 2007. As a Cross-Connection Surveyor and Project Specialist, Jerry has completed cross-connection inspections at over 30,000 individual commercial, industrial and residential facilities.

- ASSE #5120 Certified Cross Connection Control Surveyor
- ASSE #5150 Certified Cross Connection Control Tester
- Current Commercial and Industrial Cross Connection Control Survey for City of Hudson

**PAUL PATTERSON | Vice President Municipal Division**

Mr. Patterson joined HydroCorp, Inc. in 2004, and is responsible for operational oversight of over 200 Cross-Connection Control Programs throughout Michigan, Delaware, Maryland, Florida, Wisconsin and Virginia. Before joining HydroCorp, Mr. Patterson was a member of the U.S. Air Force, where he assisted in the implementation of a statewide installation Cross-Connection Control Program. Professional certifications through his career, including:

**State of Nevada**

- Water Distribution Operator
- Journeyman Plumber License – Clark County
- CAL/NV AWWA Backflow Prevention Assembly Tester

**University of Florida – TREEO Center Cross-connection Control Program Manager Certificate**

- Cross-connection Control Ordinance & Organization Certificate
- Cross-connection Control Survey & Inspection Certificate
- Cross-Connection Control Backflow Prevention Testing Certificate

**American Society of Sanitary Engineering – ASSE**

- Cross-Connection Control Backflow Prevention Testing Certification
- Cross-Connection Control Backflow Prevention Assembly Repair Certification
- Backflow Program Administrator Certification – ASSE 5150
- Cross Connection Control Surveyor Certification – ASSE 5120
- Cross-Connection Control – Series 5000 Certification, Course Instructor / Proctor

**International Code Council (International Plumbing Code)**

- Commercial Plumbing Inspector Certification



## 8. REFERENCES –COMMERCIAL AND INDUSTRIAL PROGRAM CLIENTS

- a) City of La Crosse – Cross Connection Program  
400 La Crosse St, La Crosse, WI 54601  
Mark Johnson, Water Utility Manager, [johnsonm@cityoflacrosse.org](mailto:johnsonm@cityoflacrosse.org) | 608- 789-7536
- b) West Bend Water Utility – Cross Connection Program  
251 Municipal Dr. West Bend, WI 53095  
John Hemauer, Manager [hemauerj@ci.west-bend.wi.us](mailto:hemauerj@ci.west-bend.wi.us) | 262-335-5040
- c) Sturgeon Bay Utilities – Cross Connection Program  
230 E. Vine St, Sturgeon Bay, WI 53235-007  
Cliff White, Superintendent, [cwhite@wppienergy.org](mailto:cwhite@wppienergy.org) | 920.746.2820
- d) City of Glendale- Meter Replacement Program  
5909 North Milwaukee River Parkway Glendale, WI 53209  
Shawn Lanser, Finance Director, [S.Lanser@glendale-wi.org](mailto:S.Lanser@glendale-wi.org) | 414.228.1700
- e) City of Niagara, WI - Meter Replacement Program and Cross- Connection Program  
1029 Roosevelt Road Niagara, WI 54151  
Ron Rugg, DPW Director [lwierschke@cityofniagara.org](mailto:lwierschke@cityofniagara.org) | 715.251.3235
- f) HydroCorp maintains multi-year contracts for municipal Cross-Connection Program and Potable Water Services for an additional 135 public water systems in Wisconsin. Municipal contracts are also maintained with clients in MI, DE, MD, VA, FL and MN. Complete list available upon request.
- g) HydroCorp Industrial Clients for Cross-Connection Surveying and Water Quality Compliance Services include Ford Motor Company, Fiat Chrysler Automobiles (FCA), General Motors, Honeywell. HydroCorp has conducted Cross-Connection Surveys in Wisconsin for multiple NuPage Paper Mills, Land O Lakes Dairy Plants, Del Monte Food Processing, American Foods Meat Processing and 3M Manufacturing.



## 9. LETTERS OF REFERENCE – EXHIBIT A



WATER UTILITY

November 17, 2015

Tony Averbek  
Client Relations Manager  
HydroCorp Inc  
428 W Hamilton St  
West Salem, WI 54669

Dear Tony,

It is with great pleasure to write this letter of recommendation on behalf of HydroCorp Inc. Since 2006, the West Bend Water Utility has relied and trusted upon your company to perform excellent service and reliability. During this time, numerous inspections and subsequent violations have been performed and reported.

HydroCorp has also provided the professional, technical and operational services required to promote a safe drinking water environment in West Bend. This includes responding to the needs of the utility as well as our community. These attributes are the result of having a team of dedicated individuals in the cross connection control industry.

Finally, it is a privilege and honor to have HydroCorp on our team. If you have any questions or need additional information, please feel free to contact me.

Best regards,

John Hemauer  
Water Utility Manager  
City of West Bend Water Utility  
251 Municipal Drive  
West Bend, WI 53095  
262-335-5040  
hemauerj@ci.west-bend.wi.us

262.335.5040  
251 Municipal Drive, West Bend, WI 53095



November 10, 2015

Tony Averbeck  
Client Relations Manager  
HydroCorp Inc.  
428 W. Hamilton St.  
West Salem, WI 54669

Dear Tony:

Marshfield Utilities has contracted with HydroCorp Inc. since May of 2004 for the implementation of our Commercial and Industrial Cross Connection Control Program. During this time thousands of inspections have been conducted and hundreds of plumbing violations have been corrected.

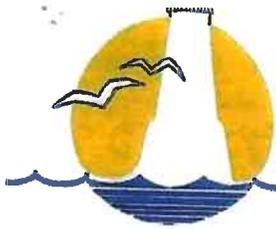
I would like to take this opportunity to express both my satisfaction and thanks for the cross connection services provided by HydroCorp Inc. You have provided the professional, technical and operational services required to respond to our community's needs. It has been a pleasure to work with your firm over the past decade.

I am confident that the strong foundation laid by our combined efforts will allow our community to advance issues related to the delivery of safe drinking water.

Sincerely,

A handwritten signature in blue ink that reads "David Wasserburger". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

David Wasserburger  
Water Superintendent  
Marshfield Utilities



# City of Fond du Lac

## First on the Lake

Website: [www.fdl.wi.gov](http://www.fdl.wi.gov)

City-County Government Center  
160 S. Macy Street--P.O. Box 150--Fond du Lac, WI 54936-0150

October 6, 2014

Mr. Tony Averbeck  
Hydro Designs, Inc.  
2665 S. Moorland Road, Suite 209  
New Berlin, WI. 53151

Dear Tony;

The cross connection inspection service that Hydro Designs provides to the City of Fond du Lac Water Utility not only fulfills requirements set by the DNR, but also offers another level of security to our water supply. The expertise of your field personnel has been crucial when industrial and commercial customers are called upon. Inspectors are able to methodically work their way through a site ensuring necessary devices are in place, and are also effective in answering customer questions.

I am more than satisfied with your company and look forward to maintaining the working relationship as we continue inspections throughout our community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kathryn Scharf', written in a cursive style.

Kathryn Scharf  
Water Operations Manager

NOTICE OF AWARD

Date:

Project: \_\_\_\_\_

Owner: City of Hudson Owner's Contract No.: NA

505 THIRD STREET, HUDSON, WI 54016 Project No.:

Proposer: \_\_\_\_\_

Proposer's Address: : \_\_\_\_\_

You are notified that your Proposal dated \_\_\_\_\_ for the above Contract has been considered. You are the Successful Proposer and are awarded a Contract for \_\_\_\_\_ project.

The Contract price is based on the rates provided on the proposal form and of the terms in the AGREEMENT. The Contract Price is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

Three (3) copies of the proposed Contract Documents accompany this Notice of Award. You must comply with the following conditions precedent within (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner Three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the payment bond as specified in the bid documents.
3. Deliver to the City a Certificate of Insurance and endorsements showing the city, its officers, employees and agents as additional insured.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

CITY OF HUDSON, OWNER

By: \_\_\_\_\_

Authorized Signature  
Utility Director

Copy City Clerk  
Copy Utility Dept.

# AGREEMENT

City of Hudson

Hudson, Wisconsin

**THIS AGREEMENT** made this \_\_\_ day of \_\_\_\_\_ 2016, by and between the City of Hudson, hereinafter called the "Owner" and \_\_\_\_\_, hereinafter called the "Contractor."

**WHEREAS**, Owner and Contractor, for the consideration hereinafter stated, agree as follows:

**ARTICLE I.** The Contractor hereby covenants and agrees to perform and execute all of the provisions of the Request for Proposal Documents and specifications indicated below under ARTICLE VI, as provided by the Owner, for the \_\_\_\_\_.

**ARTICLE II.** The Contractor agrees that the work contemplated by this Contract shall be fully and satisfactorily completed on or before \_\_\_\_\_.

**ARTICLE III.** All work performed pursuant to this Agreement shall comply with all applicable laws, administrative regulations, and codes.

**ARTICLE IV.** The Owner agrees to pay and the Contractor agrees to receive and accept payment in accordance with the Proposal as set forth in the Proposal Forms of the Contractor on file in the office of the Clerk, City of Hudson, for the lump sum proposal amount of \$ \_\_\_\_\_ (written amount).

**ARTICLE V.** Term of Agreement and Termination. This Agreement shall be in effect commencing on \_\_\_\_\_, 2016 and ending \_\_\_\_\_, 2021 unless agreed by both parties extend the season. This Agreement may be terminated by the Owner during the Agreement period without cause and without penalty, upon written notice being delivered by registered or certified mail sent to the Contractor at the address provided by the Contractor on the Proposal Form.

**ARTICLE VI.** The Contractor guarantees the work product for two (2) years from the date of completion.

**ARTICLE VII.** The Contractor shall provide a performance bond and payment bond in the amount of the full contract price and conditioned on: 1) the faithful performance of the contract; and 2) The payment to every person, including every subcontractor, supplier or service provider, of all claims that are entitled to payment for labor, services, materials, plans or specifications performed, furnished, or procured for the purpose of making the performing the work as provided in the contract.

**ARTICLE VIII.** The Owner is authorized to make direct payment to subcontractors or to pay the prime contractor with checks that are made payable to the prime contractor and to one or more subcontractors.

## **ARTICLE IX. NO ADDITIONAL WAIVER IMPLIED BY OWNER**

In the event any provision contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

**ARTICLE X.** The contract documents shall consist of the following components:

1. Agreement.

2. Proposal Documents (Request for Proposals, Instructions to Persons/Entities Submitting Proposals, Accepted Proposal Form and Proposal Bond).
3. Certificate of Insurance showing required insurance and any necessary endorsements.
4. Performance and Payment Bonds in the Amount of the full contract price as required in the RFP.

**ARTICLE XI.I ENTIRE AGREEMENT**

Upon signing this Agreement, all prior oral and written agreements between the Owner and the Contractor with respect to Water Meter Replacement and Cross Connection Control Inspection Program in the City during the agreement term from, 2016 to, 2021 are terminated and released, as this document contains the complete agreement between the parties with respect to Water Meter Replacement and Cross Connection Control Inspection Program in the City of Hudson during the term of 2016-2021.

This Agreement, together with the documents hereinabove mentioned, form the Contract, and all documents are as fully a part of the Contract as if attached hereto or repeated herein.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals on the day opposite their signatures

CITY OF HUDSON, OWNER

Dated this \_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
 Alan D Burchill, Mayor

ATTEST:

Dated this \_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
 LeAnne Addy, City Clerk

(CONTRACTOR NAME)

Dated this \_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
 \_\_\_\_\_ (name)  
 \_\_\_\_\_ (title)

## CITY OF HUDSON ISSUE SHEET

<b>DATE:</b> 2/3/2016
<b>SUBMITTED TO:</b> Public Utilities Commission
<b>SUBMITTED BY:</b> KIP PETERS- UTILITY DIRECTOR
<b>REGARDING:</b> New Employee Job Description and Salary

**ISSUE:** Authorization to advertise for new employee for the water department with the expectation of spending limited time in the sewer department. Job description contains a summary of duties and expectations of the new employee. This position would be under direct supervision of the chief operators for each department. We are not requiring any certification at this time except for a CDL.

Attached are the position description and salary range.

**FUNDING SOURCE:** Funding through the various Personnel accounts associated within each department.

**STAFF RECOMMENDATION:** Authorize the Utility Director to advertise in various outlets for the position of Utility Operator (non-certified), conduct interviews and make a recommendation to the Utility Commission.

**COMMITTEE RECOMMENDATION:** Motion by TeWinkel, second by Irwin to authorize Utility Director to advertise, conduct interviews and make a recommendation to Utility Commission for new employee with a starting hourly range of \$20.00 - \$22.00/hr. All yes.

**CITY OF HUDSON**  
**POSITION TITLE: UTILITY OPERATOR (NON-CERTIFIED)**  
**IMMEDIATE SUPERVISORS: WATER & WASTE WATER UTILITY CHIEF OPERATORS**

**POSITION IN BRIEF:** Performs service tasks in the installation, repair and maintenance of the utility supply, treatment, storage, distribution, collection and metering system in order to maintain proper standards in quality and quantity. Work is performed under the general supervision of the Water & Waste Water Utility Chief Operators.

The operator will assist with performing all duties associated with the operation of a municipal water and waste water system, plant maintenance, contractors, engineers, shop work, office work, public relations and will possess a working knowledge of Department of Industry, Labor & Human Relations (DILHR), Department of Natural Resources (DNR), Public Service Commission (PSC), and the Environmental Protection Agency (EPA).

**ESSENTIAL SKILLS AND JOB RELATED EXPERIENCE NEEDED:** Some knowledge of water and waste water plant operation and maintenance principles, practices and techniques; some knowledge of methods, materials and techniques used in the repair and maintenance of water and waste water systems; ability to learn to comprehend utility blueprints; ability to follow written and verbal instructions/manuals; knowledge of hand tools and other related tools and practices of the utility industry; ability to perform accurate visual and mechanical inspections; some knowledge of occupational hazards and safety precautions; some knowledge of computer functions; ability to assist with determining the proper course of action and implement the procedures necessary; ability to prepare accurate and legible records and reports; ability to perform emergency overtime duties; willing to work in severe inclement weather conditions; ability to deal courteously and effectively with respect and tact with utility customers, superiors and co-workers. Ability to work at extreme heights. Ability to pass a physical that includes drug screening.

**SPECIAL QUALIFICATIONS REQUIRED OR DESIRED:** High school diploma or equivalent degree. Prefer at least six months of experience within a utility department supplemented by trade school courses related to plumbing, electrical or mechanical; maintenance experience highly desirable; or any equivalent combination of experience and training which provides the required knowledge, skills and abilities to succeed. Eligible to possess a valid Wisconsin Commercial Driver's License (CDL) with no more than 3 moving violations in the past 5 years.

**BASIC TASKS PERFORMED:**

- Assists with daily sampling and testing required by DNR regulations.
- Assists with daily inspection of all stations, reservoirs, lift stations, water towers and labs.
- Assists with inspections, repairs, and/or replacement of electric motors, pumps, lighting, control panels, water storage tanks, buildings and grounds; paints all interior piping, filters, tanks, buildings and equipment.
- Assists with notification of other utility locate before digging; assists with sizing of water lines, meters and valves.
- Assists with meter reads, installs, testing, repairs and/or replacement of water meters.
- Assists with locating and marking utility infrastructures as required.
- Assists with repair or replacement of water/sewer lines, valves, valve boxes, manholes, curb stands, hydrants, streets, sidewalks, curbs, boulevards and lawns.
- Assists with thawing frozen lines and makes taps, flushes mains and hydrants, assists with fire flow tests, maintains and exercises valves and hydrants, excavates and barricades trenches to meet state codes, performs and coordinates station yard maintenance.
- Assists with repair of meters, tools, trucks, radios, office equipment and testing equipment.
- Assists with the operation of mechanical devices and performs necessary computer procedures for the meter reading process.
- Assists with daily records of water pumped, hours run time, chemical use and tank levels.
- Assists with recording meter testing results, repairs and locations; records and maintains inventory of meters, hydrants, valves and parts.
- Assists with map updates.

The examples of work are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

**PHYSICAL REQUIREMENTS:** The physical demands described are representative of those that must be met by an employee to successfully perform the essential functions of this position.

This position routinely performs heavy manual labor and physically strenuous work. The performance of routine tasks requires a capacity to intermittently sit, stand, walk, climb, stoop, bend and kneel.

While performing the duties of this position, the employee must be able to walk and climb stairs up to 8 hours per day; must be able to grasp and hold a mechanical device up to 8 hours per day; must be able to climb ladders up to 200 feet; must be able to do required excavating work down to 20 feet; must be able to work in confined space entry situations; must be adaptable to constant changes; must be alert and able to use good judgment; must be able to follow prescribed safety precautions; must be capable of operating light construction equipment for various applications as related to department activities; must physically be able to lift moderately heavy (up to 50 lbs) objects on a regular basis and up to 70 lbs occasionally, push/pull up to 100 lbs & lift with assistance up to 100 lbs or more when required; performs manual construction work in a variety of positions and conditions and shovels dirt/sand/gravel; must be able to stoop, bend and kneel, off and on, for up to 8 hours. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**WORKING CONDITIONS UNDER WHICH TASKS ARE PERFORMED:** Work is performed primarily in buildings, vehicles, and outdoor settings, in all weather conditions including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hazards associated with and including loud noise, smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents and oils, paints, herbicides, pesticides and fertilizers.

The employee occasionally works near moving mechanical parts and in high precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, and risk of electric shock.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**DATE THIS POSITION DESCRIPTION WAS LAST REVISED:**

February 1, 1988; May 15, 1995; October 28, 1996; February 16, 2006; February 10, 2016.

I have reviewed the preceding position description with

\_\_\_\_\_. I hereby approve and acknowledge its contents.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Utility Director

\_\_\_\_\_  
Date



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

## Request for Funding of USGS Willow River Stream Gage

Jim Thomas <jjt1140@comcast.net>

Fri, Feb 12, 2016 at 11:15 AM

To: cityclerk@ci.hudson.wi.us

Cc: dwilli@ci.hudson.wi.us, Alan Burchill <mayor@ci.hudson.wi.us>

Leanne & Devin,

This is the detailed request for funding for the February 22nd Hudson finance / city council meeting. I attempted to shorten the request in the subject line.

Please call my cell with any questions you may have.

"The Lake Mallalieu Property Owners Association is requesting \$2000.00 each from Hudson, North Hudson and the Town of Hudson to continue operating the water testing stream gage officially known as 05341752 Willow River at Willow River State Park near Burkhardt, WI. The current annual gauge funding is \$8000.00 short of keeping it operational through September 30th 2016. Its use was suspended September 30th, 2015 due to lack of funding. The total annual cost of operation is \$32,280.00, funded 50% by DNR, 25% by USGS and 25% by the three municipalities and the Lake Mallalieu property Owners Association. This is a most critical time when monitoring water quality of the Willow River is imperative during the removal and replacement of Little Falls Dam. As Vice President of the Lake Mallalieu Property owners association we are requesting funding of \$2000.00 each from the three surrounding municipalities including Hudson, Town of Hudson and the Village of North Hudson. The Lake Mallalieu property owners association will make up the difference remaining. If the water quality in the Willow River is not monitored and is allowed to fall deeper into the class of impaired water quality status it could ultimately have a long term effect of the usage of the lake for recreation, fishing and ultimately create a financial impact and affect property values and subsequently the tax bases of the municipalities involved. It is necessary for all municipalities involved to participate or the monitoring facility currently off line will be shut down. We will explore other options for funding of future years 2017 - 2020, but hope for a 3 year commitment which is expected to cover the time of dam repair. A commitment of the surrounding municipalities will show support that the water quality of the Willow River and Lake Mallalieu is an ongoing concern.

If full funding is provided, the gage will be operated to measure continuous discharge (streamflow) and water samples will be taken during high water events and baseflow for total phosphorus, orthophosphorus, and suspended sediment. The combination of the streamflow and water quality samples results in a total annual load for each water quality parameter. Annual products for the gage will include a compilation of annual streamflow statistics and water quality loads will be calculated by USGS and released to the public on a yearly basis. The water quality loads will provide an idea of how much phosphorus and sediment passed by the gage in a year's time. It is important to note the loads are not a real-time parameter, but for various reasons are usually not released to the public until late fall or winter after the water year. (A water year is defined as Oct 1 through Sept 30.) Please also note the public can follow streamflow at the Willow River gage in real time at [http://waterdata.usgs.gov/nwis/uv?site\\_no=05341752&access=0](http://waterdata.usgs.gov/nwis/uv?site_no=05341752&access=0)."

Funding Source	Water Year 2016	Water Year 2017	Water Year 2018	Total Funds
USGS Matching	\$8,000	\$8,080	\$8,080	\$24,160

Funds				
Wisconsin DNR	\$16,000	\$16,000	\$16,000	\$48,000
Lake Mallaleiu Lake Association	\$1,780	\$1,780	\$1,780	\$5,340
City of Hudson, WI	\$2,000	\$2,000	\$2,000	\$6,000
Village of North Hudson, WI	\$2,000	\$2,000	\$2,000	\$6,000
Town of Hudson, WI	\$2,000	\$2,000	\$2,000	\$6,000
UWRF	\$500.00	\$500.00	\$500.00	\$1,500
Total Funding	\$32,280	\$32,360	\$32,360	\$97,000

Thank You

## Jim Thomas / Vice President - Lake Mallaleiu Property Owners Assn

1140 Riverside Drive North

Hudson, WI 54016-1121 USA

jjt1140@comcast.net

612-723-3001 Cel.

715-386-8831 Tel.



**CITY OF HUDSON  
COUNCIL/COMMITTEE ISSUES**

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

**DATE:** 2/18/2016

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

**REGARDING:** APPLICATION FOR RETAIL CLASS 'B' FERMENTED MALT BEVERAGE AND RESERVE RETAIL "CLASS B" LIQUOR LICENSES FROM FOSTER, PETER T. D/B/A DEL ESTE SMALL PLATES & LOUNGE

**ISSUE:** An application has been submitted by Foster, Peter T., for a Class "B" fermented malt beverage and Reserve Retail "Class B" liquor license at 212 Walnut Street, Hudson WI doing business as Del Este Small Plates & Lounge. 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 August, 2016 is attached.

**STAFF RECOMMENDATION:** Consider approving the Class "B" (fermented malt beverage) and a Reserve "Class B" (liquor) license for Foster, Peter T. d/b/a Del Este Small Plates & Lounge 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 August of 2016).

715-781-2010

RECEIVED  
FEB 04 2016  
CITY OF HUDSON

# ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 7/1/15 20 15  
ending 6/30 20 16

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

County of St. Croix Aldermanic Dist. No. \_\_\_\_\_ (if required by ordinance)

Applicant's WI Seller's Permit No. / FEIN Number	
CITY OF HUDSON	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$ 100
<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	\$ #0
<input type="checkbox"/> Reserve Class B liquor	\$ 10,000
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ 10
<b>TOTAL FEE</b>	<b>\$ 10,110.00</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): Foster, Peter, T.

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	<u>owner</u>	<u>Peter T. Foster</u>	<u>323 Gubel Rd N 54016</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u><del>Susan Halverson</del></u>	<u>Peter T Foster</u>	<u>" " "</u>
Directors/Managers			

3. Trade Name Del Este Small Plates & Lounge Business Phone Number 715-386-5313  
4. Address of Premises 212 Walnut Street 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.) Main floor bar/back bar, south east corner storage

10. Legal description (omit if street address is given above): \_\_\_\_\_  
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 3rd day of February, 20 16

[Signature]  
(Clerk/Notary Public)

[Signature]  
\_\_\_\_\_  
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

**NOTARY PUBLIC**  
Evelyn M. Jaeger  
STATE OF WISCONSIN

My commission expires 12-1-16

### 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	



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

---

## New Alcohol License

---

**Pete Foster** <p.foster@barkerslandinginc.com>

Fri, Feb 12, 2016 at 12:22 PM

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

Hi LeAnne,

My hope would be to try to capture some of the summer business, but that might be unrealistic, however I would like to set a goal of 8/15/16. I will obviously keep you in the loop and assume that if I cannot meet my opening schedule that I would be able to get an extension?

Thank you!

**Pete Foster**

**Wismin Hospitality, LLC**

**Barker's Landing, Inc.**

**413 Second Street**

**Hudson, WI 54016**

**P.715.386.5313 F.715.386.8548**

*www.sanpedrocafe.com*

*www.barkersbarandgrill.com*

**From:** LeAnne Addy [mailto:cityclerk@ci.hudson.wi.us]

**Sent:** Friday, February 12, 2016 11:48 AM

**To:** Pete Foster <p.foster@barkerslandinginc.com>

**Subject:** New Alcohol License

[Quoted text hidden]



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

---

## Pete Foster

1 message

---

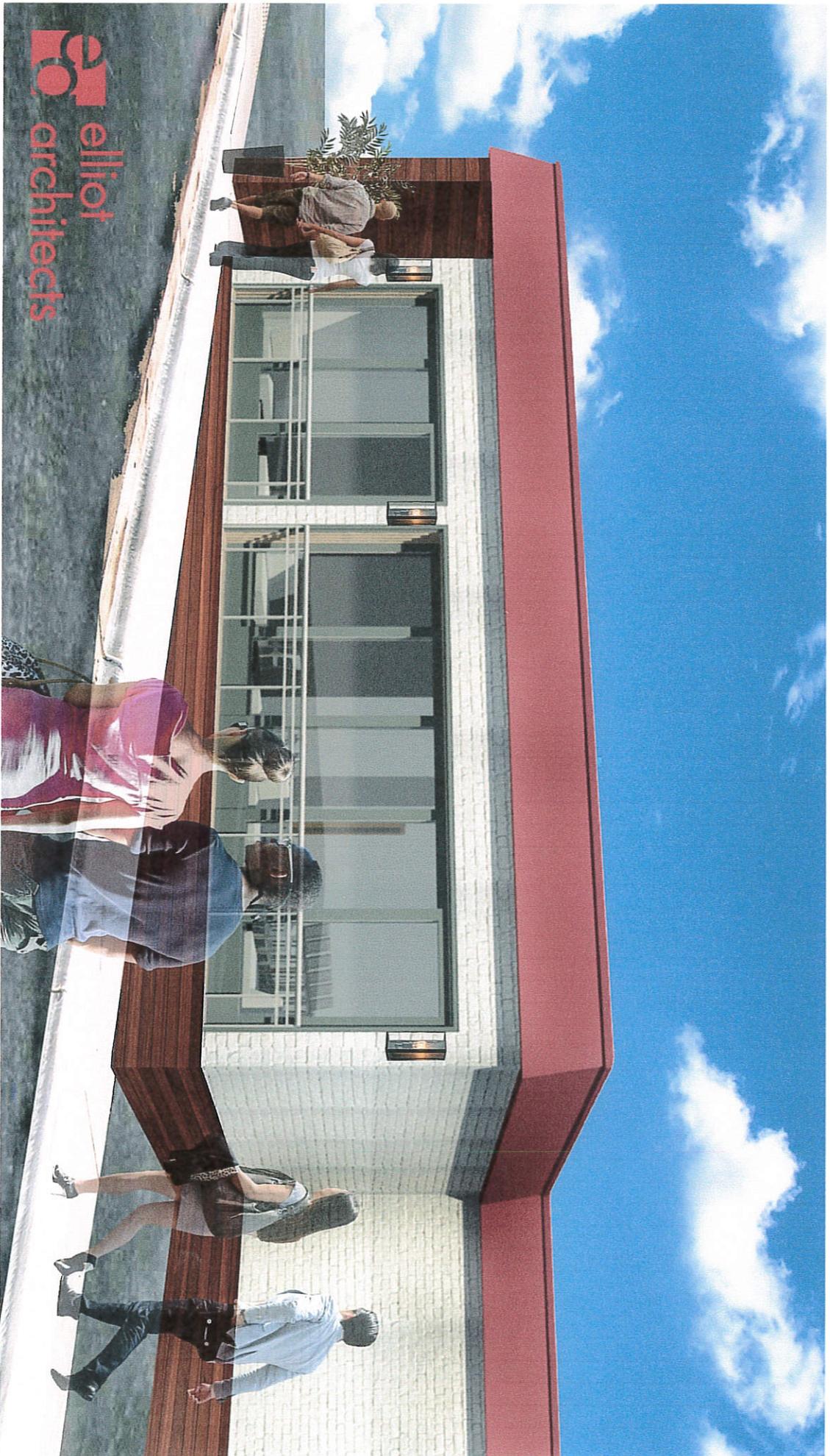
**David Gray** <dgray@ci.hudson.wi.us>  
To: LeAnne Addy <cityclerk@ci.hudson.wi.us>

Thu, Feb 11, 2016 at 3:31 PM

LeAnne,

I reviewed the proposal for 212 Walnut Street with Pete Foster and Brian Hinz of Elliot Architects. I have no objections to their proposal.

David Gray  
Building Inspector  
City of Hudson  
505 3rd Street  
Hudson, WI 54016  
(715) 386-4775 ext - 132  
Inspection Scheduling ext - 110



 elliot  
architects

PRELIMINARY NOT FOR CONSTRUCTION

ALLEY

WALNUT STREET

SIDEWALK

LOUNGE

OVEN

WOMENS

MENS

BAR

HIGHTOPS

PARKING LOT

LOUNGE

WALKWAY

EXISTING PATIO

RELEASE	DATE	#
SCHEMATIC		A
DESIGN		

SCHEMATIC DESIGN

FLOOR PLANS

PROJECT NO. 00-000

SAN PEDRO CAFE

212 WALNUT STREET, HUDSON, WI, 54016

CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF WISCONSIN.

DATE

NUMBER A4254

NAME

SIGNATURE



elliot architects  
86 coulee road, suite 200  
hudson, wi 54016  
715.386.8303  
Design[ed] to be more.

C

COPYRIGHT ELLIOT ARCHITECTS, LLC

**CITY OF HUDSON  
COUNCIL/COMMITTEE ISSUES**

<b>SUBMITTED TO:</b>	Finance Committee/Common Council
<b>DATE:</b>	February 15, 2016
<b>SUBMITTED BY:</b>	Tom Zeuli, Director of Public Works and Parks
<b>REGARDING:</b>	Building Maintenance Worker Retirement

**ISSUE:** Pat O'Keefe has submitted his notice of retirement effective May 2, 2016 after 30 years of service to the City.

Pat has worked as the Building Maintenance person at City Hall and for the Hudson Police Department since July of 2008. Prior to this, Pat worked in the Wastewater Department from 1982 until 2003 and again from 2007 until moving to the City Hall position in 2008.

**RECOMMENDATION:** To authorize the City Administrator and Director of Public Works and Parks to fill the vacant Building Maintenance position.

**CITY OF HUDSON  
COUNCIL/COMMITTEE ISSUES**

<b>SUBMITTED TO:</b>	COMMON COUNCIL	<b>DATE:</b> 02/16/2016
<b>SUBMITTED BY:</b>	Judge Susan Gherty Angela Tomars, Clerk of Court	
<b>REGARDING:</b>	Safe Ride Program Surcharge (Increase to OWI bond amounts)	

**ISSUE:** With the adoption of § 346.657 known as the Safe Ride Program Surcharge, a \$50.00 increase has been applied to each OWI bond amount to reflect the \$50.00 surcharge which has been added to each OWI citation by the State. The guidelines themselves have been submitted to Chief Judge Scott Needham and District Court Administrator Patrick Brummond for approval. Judge Gherty requests the Council approve the bond amounts shown.

**WISCONSIN MUNICIPAL COURTS**

**TENTH JUDICIAL DISTRICT GUIDELINES FOR FIRST OFFENSE OMVWI- EFFECTIVE for offenses on or after July 14<sup>th</sup>, 2015**

<b><u>FIRST OFFENSE</u></b>	<b>BAC Level</b>	<b>Minimum Driving and No Accident</b>	<b>Aggravated Driving, Accident or Injury, Bad Driving Record or Abusive Conduct</b>
346.63(1)(a)  Restricted Controlled Substance	Below .15	\$735.00 6 month revocation	\$798.00 7-month revocation
	.15 to .199	\$798.00 7-month revocation	\$861.00 8-month revocation
<u>IID ORDERED</u>	ALL	\$848.00	\$911.00
	.20 and above or refusal	\$861.00 8-month revocation 1 year revocation- refusal	\$924.00 9-month revocation 1-year revocation-refusal
<u>IID ORDERED</u>	ALL	\$911.00	\$974.00

**MINOR UNDER 16 YEARS-OF-AGE IN VEHICLE- WRITTEN TO CIRCUIT COURT**

**COMMERCIAL MOTOR VEHICLE**  
(\$8 added for truck driver assessment)

<b><u>FIRST OFFENSE</u></b>	<b>BAC Level</b>	<b>Minimum Driving and No Accident</b>	<b>Aggravated Driving, Accident or Injury, Bad Driving Record or Abusive Conduct</b>
	.04 to less than .079	\$743.00 6-month revocation	\$806.00 7-month revocation
346.63(1)(a)  Restricted controlled substance	0.08 to .15	\$806.00 7-month revocation	\$869.00 8-month revocation
<u>IID ORDERED</u>	.15	\$856.00	\$919.00
	.151 and Above	\$869.00 8-month revocation 1 year revocation-refusal	\$932.00 9-month revocation 1 year revocation-refusal
<u>IID ORDERED</u>	ALL	\$919.00	\$982.00

OWI-Municipal Fine/Fee Breakdowns

<b>TOTAL</b>	<b>\$735.00</b>	<b>\$798.00</b>	<b>\$861.00</b>	<b>\$924.00</b>
Forfeiture	150.00	200.00	250.00	300.00
Driver Imp. Sur. (County + State)	435.00	435.00	435.00	435.00
Court Costs (Municipal + State)	38.00	38.00	38.00	38.00
Jail Assessment	10.00	10.00	10.00	10.00
Crime Lab and Drug Assessment	13.00	13.00	13.00	13.00
Penalty Assessment	39.00	52.00	65.00	78.00
Safe Driver Surcharge	50.00	50.00	50.00	50.00
<b>ADD \$50.00 IID Surcharge to any PAC .15 or above or any Refusal</b>				

<b>COMMERCIAL</b>				
<b>TOTAL</b>	<b>\$743.00</b>	<b>\$806.00</b>	<b>\$869.00</b>	<b>\$932.00</b>
Forfeiture	150.00	200.00	250.00	300.00
Driver Imp. Sur. (County +State)	435.00	435.00	435.00	435.00
Court Costs (Municipal + State)	38.00	38.00	38.00	38.00
Jail Assessment	10.00	10.00	10.00	10.00
Crime Lab and Drug Assessment	13.00	13.00	13.00	13.00
Truck Driver Education Assessment	8.00	8.00	8.00	8.00
Penalty Assessment	39.00	52.00	65.00	78.00
Safe Driver Surcharge	50.00	50.00	50.00	50.00
<b>ADD \$50.00 IID Surcharge to any PAC .15 or above or any Refusal</b>				

**CITY OF HUDSON  
ISSUE SHEET**

**Submitted to:** FINANCE COMMITTEE

**Date:** 2-18-2016

**Submitted by:** TOM SYFKO, CITY ENGINEER

**Regarding:** DISCUSSION AND POSSIBLE ACTION ON LETTER OF ENGAGEMENT (L.O.E.) WITH BOLTON & MENK FOR TOWER ROAD RECONSTRUCTION ENGINEERING SERVICES

The City of Hudson and the Town of Troy are proposing to reconstruct Tower Road adjacent to the business park. Both communities have approved the Intergovernmental Agreement regarding the project's cost sharing, etc.

Attached is the Letter of Engagement which defines the scope and budget for the required engineering services.

**STAFF RECOMMENDATION:** Approve the Letter of Engagement for Tower Road Reconstruction engineering services.

**CITY OF HUDSON  
LETTER OF ENGAGEMENT**

Project Name: Tower Road Plans, Specifications, and Construction Services

Project Number: \_\_\_\_\_

This Letter of Engagement is entered into this 16th day of December, 2015, by and between the City of Hudson, 505 Third Street, Hudson, WI, 54016 (hereinafter the "City") and

Bolton & Menk, Inc.

Name of Consultant

2035 County Road D East, Maplewood, MN 55109

Address of Consultant

(Hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City and the Consultant entered into an Engineering Master Consulting Agreement on the 24 day of November, 2014; and

WHEREAS, the Master Consulting Agreement provides that the City would engage the Consultant from time to time to assist in providing engineering services for projects and studies designated by the City and as described through separate Letters of Engagement attached as Exhibits to the Master Consulting Agreement; and

WHEREAS, The City wishes to retain the services of an engineering consultant to assist with the following described project: Tower Road Plans, Specifications, and Construction Services.

(hereinafter the "Project"); and

WHEREAS, this Letter of Engagement outlines the services to be performed by the Consultant; the approved cost of the Project; and the Project schedule.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and intending to be legally bound hereby, the City and the Consultant hereby agree as follows:

**Article 1. Services to be performed by the Consultant**

The City hereby retains Consultant for the purposes of advising and consulting the City for the services described in Exhibit One attached hereto and made a part hereof.

**Article 2. Schedule of Performance**

The Consultant shall perform the services for the Project on the basis of the schedule attached hereto as Exhibit One and made a part hereof by reference. The schedule may be adjusted by mutual consent as the services proceed. The term limits established by the schedule and approved by the City shall not be exceeded by the Consultant or the City, except for reasonable cause agreed to by the City.

**Article 3. Consultant's Compensation**

The City shall pay the Consultant for services furnished and the Consultant shall accept as full payment the sums described on Exhibit One attached hereto and made a part hereof.

IN WITNESS THEREOF, the parties hereto have executed this Engagement letter as of the date first written above.

IN WITNESS WHEREOF, the parties hereto set their hands and seals dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Bolton & Menk, Inc.

By: Steven F. Heath

Name: Steven F. Heath

Title: Project Manager

City of Hudson, Wisconsin

By: \_\_\_\_\_  
Devin Willi, City Administrator

By: \_\_\_\_\_  
Alan D. Burchill, Mayor

Attest: \_\_\_\_\_  
LeAnne Addy, City Clerk

## **Exhibit One**

### **Tower Road Improvements**

Construction improvements consist of pavement removal, subgrade improvements, and bituminous pavement replacement for approximately 7,600 feet of roadway length.

#### **Services to be performed:**

##### **Design Phase**

Field Topo Survey

Prepare plans and specifications for the Tower Road Improvements.

Prepare Advertisement for Bid and send to official newspaper.

Attend bid opening and tabulate bids received.

##### **Construction Phase**

Provide Construction Administration and Construction Engineering

Provide Construction Observation

Review quantities installed and prepare monthly construction pay requests.

#### **Schedule of Performance:**

Council Approves Plans and Specifications and authorizes Advertisement for Bids	February, 2016
Bid Opening	March, 2016
Council awards contract	March, 2016
Construction	May- August, 2016

#### **Compensation:**

Design Phase 426 hours – Not to Exceed \$42,000

Construction Phase 600 hours – Hourly Estimated at \$55,000

**CITY OF HUDSON  
ISSUE SHEET**

<b>Submitted to:</b> COMMON COUNCIL	<b>Date:</b> 2-19-2016
<b>Submitted by:</b> TOM ZEULI, DIRECTOR OF PUBLIC WORKS	
<b>Regarding:</b> DISCUSSION AND POSSIBLE ACTION ON THE 4 POST MOBILE HEAVY EQUIPMENT LIFT	

The Public Works Director is recommending that all bids received for the 4 Post Mobile Heavy Equipment Lift be rejected. The project will re-bid in accordance the city's procurement policy.

**CITY OF HUDSON  
ISSUE SHEET**

<b>Submitted to:</b> COMMON COUNCIL	<b>Date:</b> 2-19-2016
<b>Submitted by:</b> PARK BOARD	
<b>Regarding:</b> DISCUSSION AND POSSIBLE ACTION TO APPROVE THE HUDSON BOOSTER REQUEST TO PURCHASE AND INSTALL A BATTING CAGE AT GRANDVIEW PARK	

The Park Board met on February 9, 2016 and reviewed the request of the Hudson Boosters to purchase and install a batting cage at Grandview Park. (Copy attached)

- The Hudson Boosters will be responsible for all costs associated with the purchase and installation of the batting cage for Grandview Park, including the set up and take down of the net seasonally.

**COMMITTEE RECOMMENDATION:** MOTION by Weiler, second by Erickson to approve the Hudson Boosters to purchase and install batting cages at Grandview Park . MOTION CARRIED.

# Hudson Boosters

## Grandview Batting Cage

Scope of work:

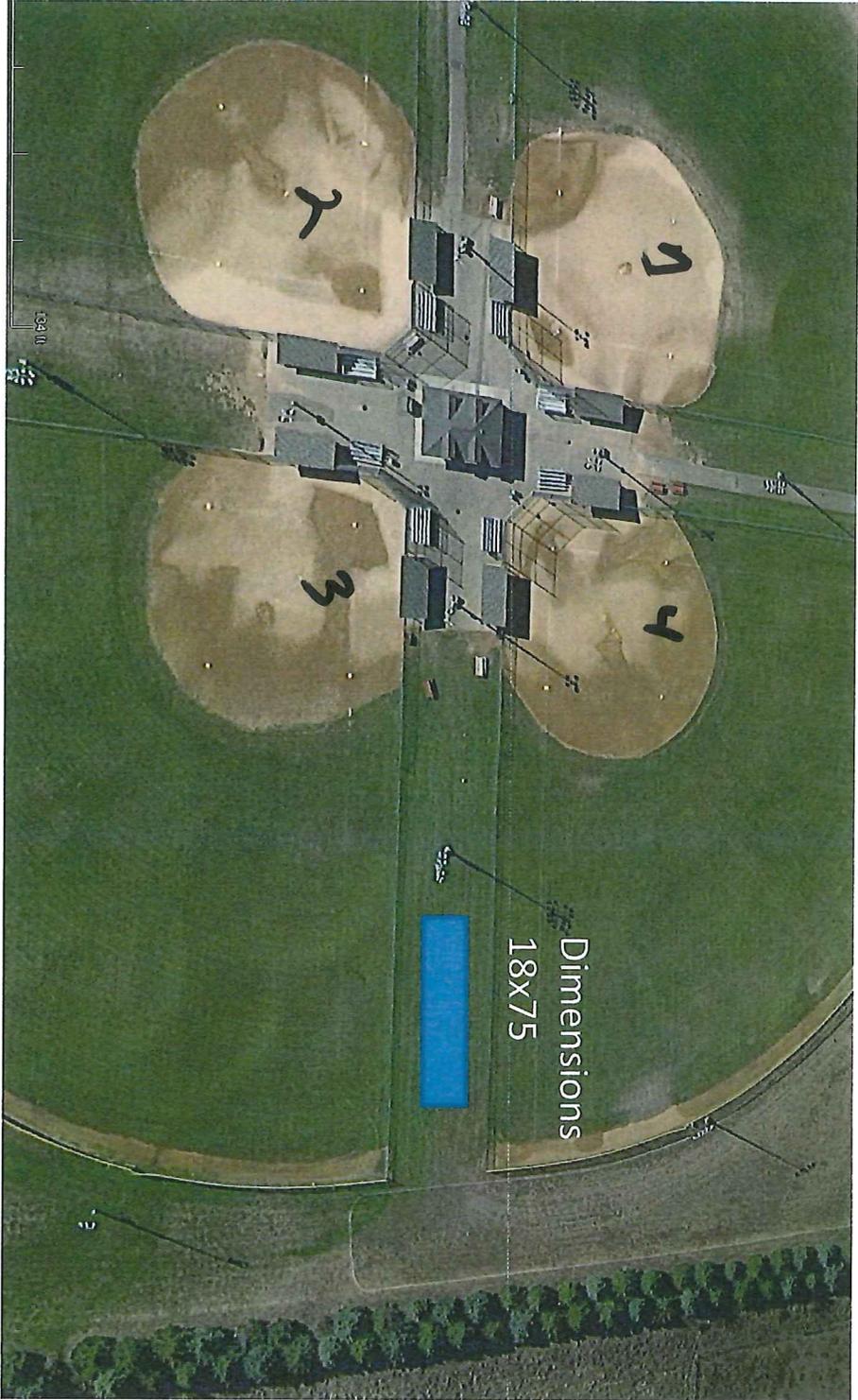
- 1) Hudson Boosters will purchase and install a batting cage at the Grandview Sports Complex.
- 2) Approximate total cost is estimated at \$6000.00
  - A. Frame \$3000.00
  - B. Net \$1500.00
  - C. Base \$1500.00
- 3) Boosters will be responsible for setting up and taking down the net at the beginning and end of the season.

David M. O'Brien

Hudson Softball Field Manager

C 612-747-3535

# Grandview Proposed Batting Cage



**CITY OF HUDSON  
ISSUE SHEET**

<b>Submitted to:</b> COMMON COUNCIL	<b>Date:</b> 2-19-2016
<b>Submitted by:</b> PARK BOARD	
<b>Regarding:</b> DISCUSSION AND POSSIBLE ACTION TO APPROVE THE GIGGLE FACTORY TO OPERATE CONCESSIONS AT LAKEFRONT PARK CONCESSIONS FOR THE 2016 SEASON	

The Park Board met on February 9, 2016 and reviewed the request of the Giggle Factory to operate concessions at Lakefront Park for the 2016 season. (Copy attached)

**COMMITTEE RECOMMENDATION:** MOTION Weiler, second by O'Keefe to approve the request of the Giggle Factory to operate concessions at Lakefront Park for the 2016 season per the agreement. MOTION CARRIED.

## **2016 LAKEFRONT PARK BATH HOUSE CONCESSION AND CENTRAL STORAGE AREA LEASE**

This agreement is made between the City of Hudson,(LESSOR) and The Giggle Factory Inc. (LESSEE).

The City hereby agrees to lease to The Giggle Factory, Inc., 2007 O'Neil Road, Hudson, WI 54016", Lessee the following described real estate:

### **Hudson Lakefront Park Bath House Concession and Central Storage Area (hereinafter leased premises or premises)**

#### **1. TERM, RENTAL, AND DEPOSIT**

**A. TERM:** This lease shall be for a term of approximately six months for the year 2016 commencing on or before May 1, 2016 and ending on October 1, 2016, depending upon weather and availability. The start date is negotiable dependent on utility availability. If the LESSEE has not breached the lease, the LESSEE shall have the first opportunity to negotiate with the LESSOR for continued lease of the concession for the year(s) following 2016 All terms of the lease shall be subject to renegotiation. If the LESSEE has breached the lease or the LESSOR AND LESSEE cannot agree on Lease terms on or before December 31, the LESSOR may negotiate with other parties for lease of the concession stand for the year(s) following 2016.

**B. RENTAL:** The monthly rental fee for the concession building and storage area shall be in the amount of five percent (5%) of the gross sales for each month with payment to be made on the 15th day of month for rent for the previous month. Along with the rental fee, the LESSEE shall provide an accounting of all sales that occurred the previous month. All payments shall be made payable to the City of Hudson and delivered to the Hudson City Hall, 505 Third Street, Hudson, WI 54016. Failure to pay the rental fee on or before the due date listed in this section shall subject the LESSEE to a 1% per month penalty on the unpaid fee due. LESSEE is also responsible for payment of the electric bills. A refundable deposit of \$500.00 shall be paid to the LESSOR before the start of operation and shall be refunded within 30 days after the last day of operation. Deductions from this deposit are to be used only to pay any costs to repair damage done by the LESSEE and for any cleaning that may need to be done and unpaid electric bills.

#### **2. PURPOSE**

The purpose of this lease is to allow the LESSEE to use said premises for the operation of a concession stand to provide food and non-alcoholic beverages to the public patronizing the park. Attached hereto and incorporated herein by reference as Exhibit A is a listing of the type of food and beverage the LESSEE will offer.

The concession stand operating hours shall be from 11 a.m. to not later than 10 p.m. seven days per week from Memorial Day (or a negotiable date) weekend through September 30th weather permitting. After that, hours of operation are at the LESSEE'S option. The starting and ending date of the lease are approximate due to weather and availability contingencies in September.

This Agreement also grants to the LESSEE the exclusive right to operate a food cart in Lake Front Park including on the Dike Road. The LESSEE is responsible for making sure that the cart meets all applicable state and local laws, ordinances, and regulations.

LESSEE understands that the Hudson Booster Club is entitled to operate the concession stand during Booster Days in July 2016 and that the Booster Club is entitled to full use and occupancy of the concession stand during said festival, unless otherwise agreed to in writing by the LESSEE and the Booster Club and subject to approval of the City. Use of the concession stand during the Booster Days Festival after July 2016 shall be subject to agreement by the Hudson Booster Club and the LESSEE, subject to the approval of the City of Hudson. Any agreement for use of the concession stand during post 2016 Booster Days Festivals shall be made a part of this lease agreement as an Exhibit prior to signing any continuation of the lease.

### **3. MAINTENANCE AND OPERATION**

LESSEE agrees to be responsible for all maintenance and repairs to the subject premises and agrees to assume responsibility for all damage caused by neglect to plumbing, gas, water, steam sewage or other pipes, electrical wiring, any other electrical installations to other portions of the building or grounds or damage to any part of the physical structure of the property. LESSEE is not responsible for repairing damage caused by vandalism or criminal acts. Repairs or improvements to the building and installation of new equipment are subject to prior approval by the City. LESSEE may request reimbursement from the City for repairs or improvements that become part of the building, but such reimbursement is at the sole discretion of the City. The LESSEE is responsible for all costs associated with LESSEE improvements unless CITY has approved reimbursement as provided herein.

LESSEE and the City staff have inspected the Bathhouse concession stand and the LESSEE accepts the condition of the Bathhouse as is, except for the City improvements noted above. Any additional improvements are at the cost of the LESSEE and are subject to prior City approval.

The LESSEE shall obtain from duly authorized officials all permits required to operate a concession stand and sell food and beverages and shall operate only in compliance with all local, state and federal laws and all ordinances and other governmental regulations.

LESSEE agrees to keep on hand, at all times, a sufficient supply of all merchandise to adequately serve the public.

LESSEE agrees that it will maintain all premises and the food cart in a manner consistent with, or demanded by, all health departments and food examiners, and also that the premises and food cart will at all times be kept open and available for the proper inspection by duly authorized representatives of the City of Hudson or any other agency having jurisdiction thereto.

LESSEE agrees to employ competent persons to be on the leased premises, and that there shall be at least one adult person over age 21 present and in charge of said premises at all times when the concession stand is open or the cart is being used. Any employees working in the concession stand or operating the cart shall be subject to criminal record checks done by the City with the cost to be paid by the LESSEE. Such cost is currently \$5.00 per employee.

LESSEE shall not allow rubbish to accumulate in any form on or around the leased premises. LESSEE must provide adequate waste receptacles in the building and shall also be responsible for dumping of the same. LESSOR shall be responsible for removal of such trash.

LESSEE shall be responsible for nightly cleaning the area within an approximately 75-foot radius from the center of the Bathhouse building. LESSEE shall be responsible for locking the bathrooms and the concession stand at nightly closing time.

LESSEE shall be responsible for installation and all repairs of its own equipment and the LESSOR shall be responsible for all repairs of its own equipment. Before LESSEE occupies the concession stand, LESSOR and LESSEE shall inspect the building. LESSOR shall prepare a report of the condition of the building and an inventory of all equipment currently in the concession stand and the condition of such equipment.

LESSEE agrees to remove all LESSEE owned equipment by the end of the season and turn in key to the City of Hudson, unless otherwise agreed by the parties.

#### **4. DAMAGE OR DESTRUCTION OF PREMISES**

If the leased premises are destroyed by fire, flood, casualty, war or any other natural disasters, then this Lease Agreement at the option of either party shall terminate. But, in case of any partial damage by fire, flood, casualty, war or any other natural disaster, the City of Hudson may restore the premises to the previous condition and a just portion of the rent for the period that the LESSEE was not allowed the use of the premises, shall be refunded or not demanded by the City of Hudson.

#### **5. INDEMNIFICATION**

The LESSEE shall indemnify and hold harmless the City from all suits, claims, damages, and actions of any kind or nature arising directly or indirectly out of the actions of the LESSEE, its agents, servants, employees, contractors, and suppliers, out of its operations under this Agreement. This includes, but is not limited to, claims for personal injury, property

damage, all legal, accounting, consulting, engineering expenses, to whomever owed and by whomever and whenever brought or maintained which may in any manner result from or arise in the course of, out of, as a result of, or in connection with the use of the Hudson Lake Front Park or other facilities by the LESSEE.

In the event of any accident or disaster resulting from the concession stand operation in any form or manner, the LESSEE shall assume all responsibility for such accident or disaster and the cost of any legal counsel necessitated by this agreement including any legal actions arising therefrom, shall be the responsibility of the LESSEE and shall be paid for by the LESSEE.

In every case where a judgment is recovered against the City of Hudson or its representatives referred to above, if notice and opportunity to defend has been given to LESSEE of the pendency of the suit within ten (10) days after the City has been served with the same, the judgment shall be conclusive upon the LESSEE not only as to the amount of damages, but also as to its liability to the City for payment of such judgment.

The City shall not be liable to the LESSEE, its agents, employees, servants, customers, visitors, guests or to any person who may be damaged or injured including, through or out of LESSEE'S right to use and improve the premises as herein provided.

## **6. INSURANCE**

The LESSEE shall maintain in force at all times during the terms hereof, a policy of public liability insurance insuring itself and the City of Hudson against injury to property, person or loss of life arising out of the use and occupancy of the premises within the limits of at least \$1,000,000 per occurrence and the LESSEE shall furnish to the City, as may be requested from time to time, a certificate of said insurance.

## **7. COVENANTS OF LESSEE**

The LESSEE, his agents, and/or employees shall at all times comply with all rules and regulations adopted by the City of Hudson. LESSEE agrees that it shall, at its own expense, cause all damage or injury to the property of the City of Hudson to be repaired if the LESSEE, his agents or employees cause such damaged.

## **8. NO PARTNERSHIP**

This Lease Agreement shall not be construed, interpreted or applied to create; a joint venture, partnership or agency relationship between the City and Concessionaire.

## **9. INDEPENDENT CONTRACTOR**

The status of the LESSEE is that of independent contractor. The LESSEE 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 LESSEE as a representative, agent or employee of the City.

#### **10. WORKERS COMPENSATION INSURANCE.**

If required by Wisconsin law, the LESSEE shall provide Workers Compensation insurance for its employees or members exercising employee functions under the terms of this agreement and if wages are provided such individuals. LESSEE shall comply with all federal and state rules regarding employees, including but not limited to, paying and withholding social security and withholding of income taxes.

#### **11. NONDISCRIMINATION.**

The LESSEE shall not discriminate against any employee, applicant for employment, or patron because of age, race, religion, color, disability, sex, national origin, or on any other basis prohibited by state or federal law.

#### **12. PERSONAL PROPERTY**

The LESSEE shall furnish all personal property necessary for the operation of the concession-stand. The LESSEE may remove this property at any time during the lease, and upon termination of the lease, all personal property of the LESSEE shall be removed within a reasonable time as required by the City. The LESSEE shall not at any time remove any fixture or property of the City. Any personal property or other fixture installed by the LESSEE 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 LESSEE 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.

The LESSEE shall be allowed a maximum of six (6) signs. The following signs will be allowed: 1) 2-menu sign attached to the Bath house structure 2) 2 – name/identity signs attached to Bath house structure and 3) 2 – portable signs not greater in area the 7.5 square feet be utilized only when the concession stand is open for business. The location of all signs and method of attachment to the Bath house structure is to be determined and approved by the City of Hudson Park Director. All signage during Special Events will be determined on a case by case basis for approval by the Park Director.

#### **13. ASSIGNMENT OR SUBLETTING**

LESSEE shall not, without written consent of the City of Hudson, sublet the premises of any part thereof, nor assign, hypothecate or mortgage the agreement.

#### **14. CITY'S RIGHT OF ENTRY**

Those persons representing the City of Hudson or their agent or independent contractor reserve their right, exercisable at any reasonable time during the term hereof, or extension thereof, to enter the premises for the purpose of making repairs which are the City's responsibility or for inspecting the premises. Except in cases of emergency, the City shall make its best efforts to provide notice to LESSEE before entering the premises so that the LESSEE or LESSEE'S designee can be present.

#### **15. FIXTURES**

Any fixtures installed by LESSEE become the property of LESSOR at the end of the lease term, unless otherwise agreed to in writing by the parties.

#### **16. REMEDIES OF CITY.**

In the event during the term of this Agreement:

A. LESSEE has failed to pay a rental installment or other fee required under this Lease, with such breach having continued after five (5) day written notice; or,

B. LESSEE 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 LESSEE of such non-compliance; or,

C. LESSEE ceases to conduct its normal business operations in the concession area or has vacated or abandoned the premises; or,

D. LESSEE 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. Failure to provide monthly sales reports shall be considered a breach, with the agreement being subject to cancellation.

Upon any of the above breaches, the City, upon five (5) days written notice to LESSEE, may elect to cancel and terminate this Agreement. The LESSEE shall forfeit LESSEE's security deposit 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.

Breach of this Agreement by either of the parties is cause for termination.

This agreement shall be effective \_\_\_\_\_, 2016 through October 1, 2016. The agreement may be amended, at any time, by mutual written agreement signed by both parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
By:  
\_\_\_\_\_  
Please Print Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip  
\_\_\_\_\_  
Telephone Number (including area code)  
\_\_\_\_\_

Alternate Telephone Number (including area code)

STATE OF WISCONSIN )  
  )ss.  
COUNTY OF ST. CROIX )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
\_\_\_\_\_, to me know to be the person who executed the  
foregoing instrument.

\_\_\_\_\_

Notary Public.  
My Commission is permanent/expires:\_\_\_\_\_



January 8, 2016

To: City of Hudson Park and Recreation

Re: Hudson Lakefront Park Beach concessions 2016 proposal

From: The Giggle Factory Inc., ( 2<sup>nd</sup> year previous years 2008 and 2009)

We believe the Hudson Lakefront beach trail and park is the premier park setting along the lower St. Croix and as such deserves concession services befitting.

We believe patrons deserve this service as long as seasonally possible. We would like to begin opening April 15, 2016 with full hours May 1, 2016 through October 1<sup>st</sup> and weather permitting weekends through October 31, 2016.

Our indoor children's playground and restaurant is seasonal and therefore, our staff is excited to alternate with concession services. So we are staffed and ready to go!

Menu items include but not limited to: chips, nachos, candy, ice cream, hot dogs, brats, pretzel with cheese, fresh fruit, water, soda, slushies, and other treats. We will again utilize a frozen treat cart and bicycle along Lakefront Park. In addition to lifeguard approved beach accessories, sunscreen, bug spray, sanitary needs, and even beach chairs!

We will collect and offer information about beautiful downtown Hudson and the surrounding area in conjunction with the city preferences. Likewise, area directions, events, and resources will be accessible and represented. Local restaurant menus as well!

We will accept and agree to the city's 5% share in revenue.

We want to be the safe, complete, and a fun park resource for all patrons' questions and needs.

Thank you,

Peter & Angela Norvold

The Giggle Factory Inc.

2007 O'Neil Road

Hudson, WI 54016

**CITY OF HUDSON  
ISSUE SHEET**

**Submitted to:** COMMON COUNCIL

**Date:** 2-17-2016

**Submitted by:** TOM SYFKO, CITY ENGINEER

**Regarding:** DISCUSSION AND POSSIBLE ACTION ON REVISED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF HUDSON AND TOWN OF TROY REGARDING THE TOWER ROAD CONSTRUCTION PROJECT

The City Council previously approved the Intergovernmental Agreement between the City of Hudson and the Town of Troy to construct Tower Road. The Town has requested revisions based on the fact that both communities are participating 50% in the project costs. The revisions are as follows:

1. The City of Hudson Engineer and the Town of Troy Engineer shall approve final plans and specifications for both segments of the road prior to bidding.
2. The City of Hudson and Town of Troy shall approve bid prices and contractor prior to award of contract, and any change orders or cost increases throughout the construction.

The revised agreement is attached. Staff feels that the revisions are reasonable.

**STAFF RECOMMENDATION:** Approve the revised Intergovernmental Agreement regarding the Tower Road Reconstruction project.

**Intergovernmental Agreement  
between  
City of Hudson  
and  
Town of Troy  
Regarding the Tower Road Reconstruction Project**

Pursuant to Wis. Stat. 66.0301, this Agreement is entered into this 14<sup>th</sup> day of February, 2016, by and between the City of Hudson, a Wisconsin municipal corporation, 505 Third Street, Hudson, Wisconsin, herein referred to as "Hudson", and the Town of Troy, a Wisconsin municipal corporation, 654 Glover Road, Hudson, Wisconsin, herein referred to as "Troy"

1. **Purpose:** The purpose of this Agreement is to set forth an agreement regarding the reconstruction of two sections of Tower Road, described in Paragraph 3 below.
2. **Term:** The term of this Agreement shall commence upon execution of this Agreement by both parties and will remain in effect until all obligations under the Agreement have been performed, i.e. the sections of Tower Road have been reconstructed and Hudson and Troy have accepted the roadway as satisfactorily completed, all final invoices related to the reconstruction project have been received and paid, Troy has paid all amounts invoiced by the City of Hudson, and the five year maintenance period described in paragraph 6A has expired. It is anticipated that the entire reconstruction project will be completed in calendar year 2016.
3. **Project:** The project shall include the reconstruction of the following two sections of Tower Road:
  - A. The segment of Tower Road from the location where the joint boundary of Hudson and Troy begins, approximately 1,500 feet east of the intersection of Tower Road and Coulee Trail to the previous Wisconsin Department of Transportation overpass project limits located approximately 900 feet west of Solberg Road. The roadway length of this portion of the project is approximately 6,150 linear feet as delineated in the Feasibility Report discussed in Section 4.
  - B. The segment of Tower Road from the intersection of Tower Road and Coulee Trail to the westerly project limits described in section 3.A. above. The roadway length of this portion of the project is approximately 1,500 linear feet. This section of roadway lies entirely within Troy as delineated in the Feasibility Report discussed in Section 4.
4. **Feasibility Report.** The project will be constructed in accordance with the Feasibility Report for Tower Road improvements dated October 7, 2015, prepared by Bolton and Menk, Inc. The proposed Typical Section of roadway, shown in the

afore-mentioned Feasibility Report will be used for the entire project. A copy of the Feasibility Report is incorporated herein and attached hereto as part of this agreement.

**5. Cost sharing for the reconstruction project:**

A. Feasibility Report: The cost of the feasibility report prepared by Bolton and Menk, Inc., (\$6,600) will be shared equally (50% Hudson and 50% Troy).

B. Construction and Affiliated Costs:

The cost of reconstruction and all affiliated costs for the portion of the project described in Section 3.A. above will be shared equally (50% Hudson and 50% Troy).

The cost of reconstruction and all affiliated costs for the portion of the project described in Section 3.B. above will be paid entirely (100%) by Troy.

**6. Future maintenance:**

A. Hudson agrees to provide routine maintenance, defined as crack filling, joint repair or seal coating, on the portion of the reconstruction project described in Section 3.A. above for a five-year period commencing on the date of substantial completion of the project as determined by the project engineer. Hudson has no maintenance or other obligation with respect to the portion of Tower Road described in paragraph 3B above.

After the expiration of the five-year period, Hudson and Troy will each perform routine maintenance, defined above, on the portion of the road over which each has jurisdiction.

B. Paragraph 6 A does not change any current road maintenance work such as snow plowing, grass mowing, ditch maintenance, etc., that is currently being performed by each municipality.

**7. Project/Contract Administration:** Hudson shall be responsible for all project administration, including preparation of final plans and specifications, advertising for bids, review of bids received, construction contract document preparation, construction contract award, construction administration, staking and observation, and financial administration. The City Engineer and the Town Engineer shall approve the final plans and specifications for both segments of the road prior to bidding. Hudson and Troy shall approve any change orders or cost increases throughout construction. Hudson shall provide Troy with the contact information for its designated project administrator(s).

8. **Contract Award:** The construction contract for this Tower Road Reconstruction project shall be between the City of Hudson and the selected contractor. Hudson and Troy shall approve the bid prices and contractor prior to contract award.
9. **Invoicing by Hudson:** Hudson shall invoice Troy on a monthly basis for costs as provided in this Agreement. Supporting documentation on said costs will be provided to Troy as requested.
10. **Liability:** Each party hereto shall be solely responsible and liable for the act(s) and omission(s) of its respective municipality, its officers, employees, officials, and agents. Each party shall and hereby does indemnify and hold harmless the other party from any and all damages, liability, judgments, claims, expenses, fees, costs, actions, demands and payments of whatever kind and nature arising from and/or pertaining to the act(s) and/or omission(s) of its municipal corporation, its officers, employees, officials, and agents, in its performance of this Agreement. This indemnity and hold harmless shall apply solely with respect to this Agreement for the reconstruction of Tower Road.
11. **Entire Agreement and Amendment:** This Agreement constitutes the entire Agreement between the parties relating to the reconstruction of Tower Road. No party has relied upon any statements, promises, or representations that are not set forth in this document. This Agreement may be amended only upon the mutual written agreement executed by both parties.
12. **Contacts:** Any official notifications or other correspondence between the City and Town related specifically to this Agreement shall be directed as follows:

For the City of Hudson:  
Devin Willi, Administrator  
City of Hudson  
505 Third Street  
Hudson, WI 54016

For the Town of Troy:  
Jennifer Clark, Clerk  
Town of Troy  
654 Glover Road  
Hudson, WI 54016

IN WITNESS THEREOF, the parties have entered into this legally binding Agreement on the dates show below. This Agreement shall not become effective unless and until it is approved by the Common Council and the Town Board and is signed by the authorized officials listed below.

**TOWN OF TROY**

By:                     Dan Pearson                     Date:           2-11-2016            
Dan Pearson, Town Chair

By:                     Jennifer Clark                     Date:           2/11/16            
Jennifer Clark, Clerk

**CITY OF HUDSON**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Alan Burchill, Mayor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
LeAnne Addy, City Clerk

## CITY OF HUDSON ISSUE SHEET

<b>Submitted to:</b> COMMON COUNCIL	<b>Date:</b> 2-17-2016
<b>Submitted by:</b> PUBLIC WORKS COMMITTEE	
<b>Regarding:</b> DISCUSSION AND POSSIBLE ACTION ON THE RECOMMENDATION OF THE PUBLIC WORKS COMMITTEE FOR THE VINE STREET RECONSTRUCTION PROJECT	

The Public Works Committee has met on several occasions to discuss design options and other issues related to the Vine Street Reconstruction project.

- A public informational meeting was held on January 6, 2016.
- A Public Works Committee meeting was held on Tuesday, January 26, 2016.
- A Public Works Committee meeting was held on Thursday, February 4, 2016.
- A Public Works Committee meeting was held on Wednesday, February 17, 2016.

The meetings have been well attended by city residents who reside along Vine Street and other city residents. The most recent discussions have centered on bike lanes vs. parking.

### **COMMITTEE RECOMMENDATION:**

MOTION by Hoggatt, second by Webber to recommend a 43 foot widening of the street section between 3<sup>rd</sup> & 4<sup>th</sup> Street to accommodate the parking on the north side at an additional cost of \$15,000 to \$17,000. **MOTION CARRIED.** (2-ayes, Hoggatt, Webber) (1-nay – McCormick)

MOTION by Webber, second by Hoggatt to rescind the motion of the February 4, 2016 Public Works Committee meeting. *The motion made was Motion by Webber, second by Hoggatt that from 4<sup>th</sup> to 9<sup>th</sup> Streets (on Vine Street) be no parking with a 36 foot roadway with bike/travel lanes to be determined after additional study; that from 3<sup>rd</sup> to 4<sup>th</sup> Streets (on Vine Street) having parking on the south side and parking on the north side on Sundays only for four spots. 2 (Webber, Hoggatt)-1 (McCormick).* **MOTION CARRIED** to rescind.

MOTION by Webber, second by Hoggatt to recommend eliminating parking on both sides of Vine Street between 4<sup>th</sup> & 9<sup>th</sup> Streets for a two-year trial period and to recommend painting of a 5 foot bike lane on both sides of Vine Street from 3<sup>rd</sup> to 9<sup>th</sup> Streets. **MOTION CARRIED.** 2 ( Hoggatt, Webber) (1 nay – McCormick).

**CITY OF HUDSON  
ISSUE SHEET**

**Submitted to:** COMMON COUNCIL

**Date:** 2-17-2016

**Submitted by:** TOM SYFKO, CITY ENGINEER

**Regarding:** DISCUSSION AND POSSIBLE ACTION ON APPROVAL OF FINAL PLANS AND SPECIFICATIONS AND AUTHORIZE THE ADVERTISEMENT FOR BIDS FOR VINE STREET IMPROVEMENTS

Plans and specifications for Vine Street Improvements have been completed. The next step in the process would be for the City Council to approve the plans and specifications and publish the advertisement for bids. It is anticipated that the bid opening would be March 17, 2016

**STAFF RECOMMENDATION:** Approve plans and specifications and authorize the advertisement for bids to be published.

**CITY OF HUDSON  
ISSUE SHEET**

<b>Submitted to:</b> COMMON COUNCIL	<b>Date:</b> 2-18-2016
<b>Submitted by:</b> TOM SYFKO, CITY ENGINEER	
<b>Regarding:</b> DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 3-16: RESOLUTION OF SUPPORT – WISDOT 2016-2020 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) AWARD CYCLE	

Previous Feasibility Reports (2010 & 2015) have identified repairs needed to the Walnut Street Bridge (Dike Road). The total estimated project cost is estimated at \$446,200.00. If funding can be secured, it is anticipated that construction would occur in 2018.

The City of Hudson has submitted an application to WisDot Transportation Alternatives Program (TAP) Award Cycle. If successful, the City could receive 80% reimbursement towards the total project costs.

Resolution No. 3-16 attached is a resolution of City Council support for the project and is part of the application process.

We also anticipate applying to the DNR later this spring (Knowles-Nelson Stewardship Program) for additional funding that would be applied to the 20% city share of the bridge repairs.

**STAFF RECOMMENDATION:** Adopt Resolution No. 3-16.

**CITY OF HUDSON  
RESOLUTION NO. 3-16**

**Resolution of Support: Wisconsin Department of Transportation (WisDOT) 2016-2020 Transportation  
Alternatives Program (TAP) Award Cycle**

WHEREAS, the CITY OF HUDSON supports the application submitted to WisDOT for the 2016-2020 award cycle. The application is to rehabilitate a historic transportation structure on Walnut Street, and provide better connectivity to local tourism and commerce; and

WHEREAS, the CITY OF HUDSON recognizes that WisDOT reimburses project sponsors for the federal share of eighty (80) percent of the approved TAP project costs, up to the limit of the federal award amount. In light of the minimum twenty (20) percent match requirement, the CITY OF HUDSON has secured matching funds and/or commits to securing the matching funds; and

NOW, THEREFORE, BE IT RESOLVED, if the CITY OF HUDSON is awarded funding by WisDOT for the 2016-2020 TAP award cycle the CITY OF HUDSON is authorized to and agrees to accept the award and enter into all necessary agreements with WisDOT for the above-references project; and

BE IT FURTHER RESOLVED, the CITY OF HUDSON agrees to comply with all applicable laws, requirements, and regulations as outlined in the WisDOT 2016-2020 TAP application materials, the state-municipal agreement between WisDOT and the CITY OF HUDSON and any other program and/or project documentation.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF HUDSON ON THE 2<sup>ND</sup> DAY OF FEBRUARY, 2016.

APPROVED:

/s/ \_\_\_\_\_  
Alan Burchill, Mayor

ATTEST:

/s/ \_\_\_\_\_  
LeAnne Addy, City Clerk

Approved: \_\_\_\_\_

**CITY OF HUDSON  
RESOLUTION NO. 3-16**

**Resolution of Support: Wisconsin Department of Transportation (WisDOT) 2016-2020 Transportation Alternatives Program (TAP) Award Cycle**

WHEREAS, the CITY OF HUDSON supports the application submitted to WisDOT for the 2016-2020 award cycle. The application is to rehabilitate a historic transportation structure on Walnut Street, and provide better connectivity to local tourism and commerce; and

WHEREAS, the CITY OF HUDSON recognizes that WisDOT reimburses project sponsors for the federal share of eighty (80) percent of the approved TAP project costs, up to the limit of the federal award amount. In light of the minimum twenty (20) percent match requirement, the CITY OF HUDSON has secured matching funds and/or commits to securing the matching funds; and

NOW, THEREFORE, BE IT RESOLVED, if the CITY OF HUDSON is awarded funding by WisDOT for the 2016-2020 TAP award cycle the CITY OF HUDSON is authorized to and agrees to accept the award and enter into all necessary agreements with WisDOT for the above-references project; and

BE IT FURTHER RESOLVED, the CITY OF HUDSON agrees to comply with all applicable laws, requirements, and regulations as outlined in the WisDOT 2016-2020 TAP application materials, the state-municipal agreement between WisDOT and the CITY OF HUDSON and any other program and/or project documentation.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF HUDSON ON THE 2<sup>ND</sup> DAY OF FEBRUARY, 2016.

APPROVED:

/s/ \_\_\_\_\_  
Alan Burchill, Mayor

ATTEST:

/s/ \_\_\_\_\_  
LeAnne Addy, City Clerk

Approved: \_\_\_\_\_