

COMMON COUNCIL OF THE CITY OF HUDSON, WISCONSIN

Agenda for the Regular Meeting

Monday, October 24, 2016

7:00 p.m.

Council Chambers of City Hall, 505 Third Street

[\(Click on agenda items highlighted in blue to access documents related to that item\)](#)

1. Call to Order and Pledge of Allegiance
2. Clerk's Roll Call
3. Swearing in Ceremony for Patrol Officer Philip Watkins.
4. 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.
 - A. Hudson Ambassadors
5. 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 October 3, 2016](#)
 - B. [Claims](#)
 - C. [Operator's Licenses](#)
 - D. [No parking near Vine Street Sledding Hill](#)
 - E. [Fillmore Street residential parking permit system](#)
 - F. [Wisconsin Street crosswalk request](#)
 - G. [3rd Annual HHS Band Color Run](#)
 - H. [San Pedro Dumpster agreement renewal](#)
 - I. [Storage of St. Croix County MC-1 Van](#)
 - J. [Special Event Permit – Hot Air Affair](#)
 - K. [Public Utilities Commission Minutes – October 18, 2016](#)
 - L. [Authorization to sell 1992 Fire Truck](#)
6. Unfinished Business
 - A. [Discussion and Possible Action on the Request for an extension of a timely startup requirement for River City Hospitality Center](#)
7. New Business
 - A. [Discussion and Possible Action on Fitness Equipment Area at Lakefront Park](#)
 - B. [Discussion and Possible Action on Request for permanent part-time position in the Wastewater department](#)
 - C. [Discussion and Possible Action on Interagency agreement with the Hudson School District](#)
 - D. [Discussion and Possible Action on Acceptance of Fire Department Grant and determination of funding source for City's matching funds](#)
 - E. [Discussion and Possible Action on funding for a Carmichael Road Corridor Study](#)
8. Communications and Recommendations of the Mayor

9. Communications and Items for Future Agendas
 - A. Common Council members
 - B. City Attorney and/or City Staff

10. 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

11. Reconvene in open session for Discussion and any Possible Action regarding property located at 1201 Livingstone Road

- 12. Adjournment**

Rich O'Connor, Mayor

Posted in City Hall lobbies and emailed to Hudson Star-Observer on 10/21/16

Some agenda items may be taken up earlier in the meeting, or in a different order than listed. Upon reasonable notice, an interpreter or other auxiliary aids will be provided at the meeting to accommodate the needs of the public. Please contact the City Clerk at 715-386-4765, ext. 136 or at dwilli@ci.hudson.wi.us

REGULAR MEETING OF THE COMMON COUNCIL
CITY OF HUDSON
October 3, 2016
Draft/Unapproved

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

PRESENT: Mayor Rich O'Connor and Alderpersons Randy Morrissette II, Bill Alms, Tom McCormick, Jim Webber, John Hoggatt and Joyce Hall.

EXCUSED ABSENT: none.

OTHERS PRESENT: Catherine Munkittrick, Devin Willi, Geoff Willems, Brenda Malinowski, Tom Zeuli, Kip Peters, Denny Darnold, Rebecca Mariscal, Scott St. Martin, Dave Robson, Jamie Hanson, Nick Ouellette, Carrie Whitacre, Wayne Hanson, others.

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT: Mayor O'Connor called for comments and suggestions from citizens present. Wayne Hanson, 606 Hickory Drive, indicated that he was present to listen to the presentation of the Hudson School District and noted their willingness to address concerns of residents in the area of the high school project. No additional comments were given.

CONSENT AGENDA ITEMS: MOTION by Morrissette, second by Hoggatt, to approve the following consent agenda items:

Minutes from Past Meetings: Approve the Regular session meeting minutes of September 19, 2016.

Claims:

COUNCIL CLAIMS - OCTOBER 3, 2016

	Fund	A/P Amounts	P/R Amounts	Totals
100	General	79,740.95	150,730.20	230,471.15
220	Stormwater - MS4	9,944.55	309.78	10,254.33
270	Police Drug Forf	1,931.95	0.00	1,931.95
280	Park Dedication	11,951.00	0.00	11,951.00
290	Police Donations	1,600.00	0.00	1,600.00
450	Capital Projects	840,319.13	820.59	841,139.72
620	Parking	5,723.97	1,267.69	6,991.66
640	Storm Sewer	5,868.30	1,592.27	7,460.57
630	Ambulance	18,902.26	8,101.19	27,003.45
860	Tax Agency	7,465.63	0.00	7,465.63
	Totals	\$ 983,447.74	\$ 162,821.72	\$ 1,146,269.46

Operator's Licenses: Contingent on payment of any outstanding debt owed to the City and successful completion of the background check, approve the issuance of a Regular Operators License for the period of October 5, 2016

REGULAR MEETING OF THE COMMON COUNCIL
CITY OF HUDSON
October 3, 2016
Draft/Unapproved

to June 30, 2018 to: Lacy Gleason, William Rickelman, Cecily Ripley, Tyler-John Orion Doman and Amie Breshnahan.

Contingent on payment of any outstanding debt owed to the City and successful completion of the background check, approve the issuance of two Temporary Operators Licenses to Gloria Adrian, Chelsea Kelly, Kelly Stichter, Heather Zehring and Nicole Pederson for the Phipps Visual Arts Council event on October 21, 2016.

Election Inspectors: To appoint the following individuals as unaffiliated election inspectors for a term from October 4, 2016 through December 31, 2017: Anne Stephenson, Linda Keller, Sandra Huppert, Mary Kay Magle, Sharon Tepper, Dianne Erickson, Deborah Hillegonds, Robert Hilledgonds, Nancy Korson, Helen McCombie and Debra Andrews.

EMS Commission Minutes: To place on file the EMS Commission minutes of September 27, 2016.

Tax Collection Agreement: To approve the renewal of the tax collection agreement with St. Croix County.

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

VINE STREET SIGNAGE: Alderperson Hoggatt reviewed the recommendation from staff and the Public Works Committee. MOTION by Morrissette, second by Hall, to authorize the installation of an LED Flashing Pedestrian Crossing at the intersection of 4th & Vine Streets and the installation of a speed control for traffic traveling westbound on Vine between 6th & 8th Streets. All Ayes (6). MOTION CARRIED.

RESOLUTION 23-16: AWARDING SALE OF NOTES: Sean Lentz of Ehlers stated that the interest rate received for refinancing 2009 Notes was just under 1%, an excellent rate that will provide the City additional debt service savings. MOTION by Morrissette, second by Webber, to suspend the rules toward adoption of Resolution 23-16. Roll Call vote taken, All ayes (6). MOTION CARRIED. MOTION by Morrissette, second by Hall to adopt Resolution 23-16. All Ayes (6). MOTION CARRIED.

FIRE HALL CONSULTING SERVICES: MOTION by Hoggatt, second by Hall, to authorize and agreement with Five Bugels to perform a facility needs assessment for the Fire Department at a cost of \$8,250, with the funds being transferred from the Contingency fund. All ayes (6). MOTION CARRIED.

REGULAR MEETING OF THE COMMON COUNCIL
CITY OF HUDSON
October 3, 2016
Draft/Unapproved

LIQUOR LICENSE APPLICATION FOR ST CROIX GRILL, LLC: MOTION by McCormick, second by Morrissette, to approve a Class "B" fermented malt beverage and Retail "Class B" Liquor license to St. Croix Grill LLC for the property at 417 2nd Street 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 surrender of the license that was issued to Sharon Horne Ellstrom, LLC owned by Sharon Horne Ellstrom, to approve an extension to the timely start-up ordinance requirement to May 1, 2017, and to include their premises description as applied for on the license. All ayes (6). MOTION CARRIED.

FUEL BIDS FOR 2016-2017 MOTION by Webber, second by Morrissette, to award the contract for providing fuel to the City of Hudson from October 4, 2016 to September 30, 2017, to Countryside Cooperative. All ayes (6). MOTION CARRIED.

CERTIFIED SURVEY MAP, STH 35 AND HANLEY ROAD - NORTHERN STATES POWER: MOTION by McCormick, second by Alms, to approve the two lot certified survey map as proposed by Northern States Power Wisconsin, with the condition that the sanitary sewer and water services be provided to both lots prior to recording of the CSM or that Northern States Power enter into an agreement that the services must be constructed as a condition of development plans for Lot 1 or sale of Lot 2, and with the understanding that the city allow the recording of the CSM, with the condition that the city will hold the occupancy permit for the Hudson Xcel Energy service center to assure that the services to Lot 2 are completed. All ayes (6). MOTION CARRIED.

FINAL DEVELOPMENT PLANS - 2181 BADGER DRIVE: MOTION by Morrissette, second by McCormick to approve the final development plans for the 8,487 sq. ft. commercial building and site improvements as proposed by Hudson Center Holdings, LLC for Lot 7 of Hudson Center 2161, 2181 Badger Drive, with the condition that revised patio plans are submitted for city staff approval with the plan submittal for the Panera Bread unit build-out. All ayes (6). MOTION CARRIED.

FENCE PERMIT FOR 1728 LAUREL AVENUE: MOTION by McCormick, second by Hoggatt to approve a use agreement with Shannon and Paul Melzer to permit them to construct a four (4) foot high fence on the city property (Outlot 2, Cudd's Golf View Addition) with the fence to be located no closer than two foot east of the existing sidewalk and authorize City staff to prepare the agreement with review by the City Attorney. All ayes (6). MOTION CARRIED.

HUDSON HIGH SCHOOL CONSTRUCTION UPDATE: Nick Ouellette, Superintendent of Schools for the Hudson School District and representatives of Point of Beginnings, the engineering firm for the project, presented the Council with

REGULAR MEETING OF THE COMMON COUNCIL
CITY OF HUDSON
October 3, 2016
Draft/Unapproved

updated concept design plans for the Hudson High School renovation project and answered specific questions related to said project. Ouellette also informed the Council of the groundbreaking for the Hudson Middle School renovation project being held on October 18th at 6:00 p.m.

COMMUNICATIONS AND RECOMMENDATIONS OF THE MAYOR: None

COMMUNICATIONS/ITEMS FOR FUTURE AGENDAS - COMMON COUNCIL MEMBERS:

Alderman Hoggatt invited the community to the "Fall is for Planting" events being held on Saturday, October 8th.

COMMUNICATIONS/ITEMS FOR FUTURE AGENDAS - CITY ATTORNEY/CITY STAFF: City Administrator Willi noted that in-person absentee had begun at City Hall on Monday, September 26th and will continue through Friday, November 4th. Election Inspector training was briefly discussed.

CLOSED SESSION: MOTION by Hoggatt, second by Hall, to enter into closed session at 7:50 p.m. pursuant to Wis. Stats. 19.85(1)(e) deliberating or negotiating the purchasing of public properties, 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. Roll Call vote taken, All ayes (6). MOTION CARRIED.

RECONVENE IN OPEN SESSION: MOTION by McCormick, second by Webber to reconvene into open session at 7:56 p.m. All ayes (6). MOTION CARRIED.

PROPERTY LOCATED AT 1201 LIVINGSTONE ROAD: MOTION by Hoggatt, second by Alms, to authorize the City Attorney to approve a purchase offer for the property located at 1201 Livingstone Road by the City Attorney as discussed in the closed session. MOTION CARRIED.

ADJOURNMENT: MOTION by McCormick, second by Webber to adjourn the meeting. All ayes (6) MOTION CARRIED at 7:58 p.m.

Devin J. Willi, City Administrator/Interim City Clerk

I hereby certify that the City Administrator 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.

Rich O'Connor, Mayor

Date approved by Council: 10/24/2016

COUNCIL CLAIMS - OCTOBER 24, 2016

Fund		A/P Amounts	P/R Amounts	Totals
100	General	121,914.74	145,836.10	267,750.84
220	Stormwater - MS4	4,401.04	789.22	5,190.26
270	Police Drug Forfeiture	339.18	0.00	339.18
280	Park Dedication Fee	4,468.00	0.00	4,468.00
290	Police Donations	164.97	0.00	164.97
310	Debt Service	367,425.00	0.00	367,425.00
450	Capital Projects	84,654.71	1,981.20	86,635.91
620	Parking	2,798.46	1,259.64	4,058.10
640	Storm Sewer	2,785.78	2,320.28	5,106.06
630	Ambulance	9,386.30	8,942.16	18,328.46
Totals		\$ 598,338.18	\$ 161,128.60	\$ 759,466.78

**CITY OF HUDSON
COUNCIL/COMMITTEE ISSUES**

SUBMITTED TO: FINANCE/COMMON COUNCIL

DATE: 10/24/2016

SUBMITTED BY: KAREN DUCHOW

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 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 7 Regular Operator Licenses for the period October 25, 2016 to June 30, 2018 to: Jamie Hielkema, Jill Steffens, Wendy Peterson, Kendrick Hulse, Jackson Raley, Anna Koosman, Alexander Carlson.

**CITY OF HUDSON
COUNCIL/COMMITTEE ISSUES**

Submitted to: Public Safety Committee

Date: 03/01/2016

Submitted by: Chief Marty Jensen

Regarding: No Parking around the sliding hill

ISSUE: Alderperson Hall requested the public safety committee look at a request from the park board to have no parking put in place around the sliding hill on Vine Street. It has been requested that no parking be placed on Vine street between 10th and 11th streets and that no parking be added to 10th and 11th streets near the intersections with Vine. These requests are for better safety of people using the sliding hill during the winter months.

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

STAFF RECOMMENDATION: None

COMMITTEE RECOMMENDATION: MOTION by Hall, SECOND by Alms to restrict parking on the north side of Vine Street between Tenth Street and Eleventh Street, and one space on Tenth Street and Eleventh Street from Vine Street adjacent to the park, November 1 - March 31 and to revisit the issue in January. MOTION CARRIED.

**CITY OF HUDSON
COUNCIL/COMMITTEE ISSUES**

Submitted to: Public Safety Committee

Date: 10/03/2016

Submitted by: Chief Marty Jensen

Regarding: Request for Residential Parking only for Fillmore Street

ISSUE: Attached to this issue sheet is an email from Sue and Larry Moe of 1032 Fillmore Street. The Moe's are requesting that the Residential Parking Permit system be put on Fillmore Street. They state that when 11th Street went to this system the high school students started parking in front of their home, making it difficult to get out of their driveway. They ask at the least it be put in front of their home or the entire block.

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

STAFF RECOMMENDATION: Approve request

COMMITTEE RECOMMENDATION: MOTION by Hall, SECOND by Alms to implement residential parking on both sides of Fillmore Street between Tenth and Eleventh Streets. MOTION CARRIED.

From: Michelson, Tammy [mailto:Tammy.Michelson@Honeywell.com]

Sent: Monday, September 26, 2016 3:42 PM

To: mjensen@ci.hudson.wi.us

Subject: Obtaining a "No Parking Without Permit" sign for School Drivers on Fillmore Street

Importance: High

Chief Jensen,

I would truly appreciate it if you would consider putting a sign in front of our house on 1032 Fillmore Street, like the signs that you have authorized on Eleventh Street stating 'No Parking' during school hours without a permit. Since the signs have been placed on Eleventh Street, school students are now parking down Fillmore Street. They have no consideration for home owners on that street by parking and almost always blocking our sidewalk. I tried speaking to one of the students that parks daily in front of our house, asking nicely to please not park there, and he was very rude with his response to the point that made me feel very uncomfortable. Fillmore Street, being a hill, is hard enough to plow in the winter and gets very slippery. There is no possible way a snow plow will be able to plow Fillmore Street now with all of the parked cars in the way. Also the car noises make it very hard to stay asleep. We are woken up daily by students. We believe to get your point to the student's that they need to buy a permit would make sense to also put the signs down Fillmore Street, as obviously putting them on just Eleventh street does not take care of the issue. Homeowners should not have to put up with this type of nonsense.

Thank you for listening. We would really appreciate your consideration on this matter. We did speak to Alderperson Hall regarding this request and she said to email or attend the public safety meeting to discuss, however, we are not available to attend this meeting but still truly hope with this email you can help to get this approved.

If there is anything else you need us to do to get this approved please do not hesitate to contact us via responding to this email or calling us.

Best regards,

Susie and Larry Moe
1032 Fillmore St.
Hudson, WI

Phone: 386-5354

**CITY OF HUDSON
COUNCIL/COMMITTEE ISSUES**

Submitted to: Public Safety Committee

Date: 09/19/2016

Submitted by: Chief Marty Jensen

Regarding: Cross Walk Request for Wisconsin Street

ISSUE: Attached to this issue sheet is an email from a Katy Bloor, requesting a Cross Walk be painted on Wisconsin Street at Hunter Hill Road. She also asked that the Cross Walk be signed so motorists see it ahead of time. Ms. Bloor states with the increase in traffic and a school bus stop at this intersection, kids from the Hunter Hill Road area have to cross Wisconsin street and she feels it is dangerous for them to do so and that is why she is requesting this cross walk.

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

STAFF RECOMMENDATION: Approve Request.

COMMITTEE RECOMMENDATION: MOTION by Hall, SECOND by Alms to recommend approval of a crosswalk on Wisconsin Street at Hunter Hill Road. MOTION CARRIED.

From: Katy Moritz Bloor [mailto:katymoritzbloor@gmail.com]
Sent: Monday, September 19, 2016 8:15 AM
To: mjensen@ci.hudson.wi.us
Subject: crosswalk across Wisconsin Street at Hunter Hill Road

Chief Marty Jensen,

I spoke to you last week in regards to a crosswalk across Wisconsin Street at Hunter Hill Road and I appreciate your quick response to my message!

I live on Hunter Hill Road and I appreciate the additions of sidewalks and bike lanes on Wisconsin Street! It has positively increased the amount of pedestrians, yet Wisconsin Street continues to be heavy with car traffic, leading to dangerous crossing situations. My 7 year old and 5 year old, as well 6 other kids from the neighborhood cross Wisconsin Street to catch the bus. Last week one of the kids was almost hit trying to cross. There was another incident where one car stopped to let a child cross and was almost rear-ended by another car.

The addition of both a crosswalk across Wisconsin Street along with a "Pedestrian Crossing" sign to warn traffic coming from both directions that pedestrians could be present would improve safety for both pedestrians and cars.

Please let me know if there is anything else I can do.

Sincerely,

Katy Moritz Bloor

**CITY OF HUDSON
COUNCIL/COMMITTEE ISSUES**

Submitted to: Public Safety Committee

Date: 06/28/2016

Submitted by: Chief Marty Jensen

Regarding: 3rd Annual High School Band Color Run

ISSUE: Attached to this issue sheet is a letter and a map of the 3rd annual Color run for the High School Band department. This years run will follow the same route as last year, with the color stations being placed on public property and not in the residential areas. The date of this race is Saturday September 24, 2016 from 8-11:30 am.

UPDATE....Because of scheduling conflicts the High School Band would like to hold their race on April 8, 2017. Attached is the new information showing this date.

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

STAFF RECOMMENDATION: Approve Event.

COMMITTEE RECOMMENDATION: MOTION by Alms, SECOND by Hall to recommend approval of the HHS Band Color Run on Saturday, April 8, 2017 8:00 a.m. to 11:30 a.m. beginning and ending at Hudson High School. MOTION CARRIED.

Chromatic Color Run/Walk 5K 2017

The Hudson High School Instrumental Music Department would like to hold our 3rd annual Color Run on Saturday September 24, 2016. A Color Run is a 5K untimed fun-run/walk in which participants are doused with cornstarch based color powders at various places along the route. The color is bio-degradeable and fairly easy to clean up. Most of the excess powder can be cleaned off of streets and sidewalks with a leaf-blower. Rain/Water can wash away the rest. Humans can have excess powder blown off before leaving, and the color washes out of clothing. We are providing t-shirts/sunglasses to the participants.

Why:

Money raised from this event will be used for scholarships (both for post secondary education and music camps), instrument purchases, future trips, and building/enhancing our instrumental music program

Details:

Primary Contact: Jack Young – Orchestra Teacher Hudson High School

Email: youngjac@hudson.k12.wi.us

Phone: w: 715-377-3800 ext. 6246 cell: 608-658-3774

Date of Event: Saturday April 8th, 2017

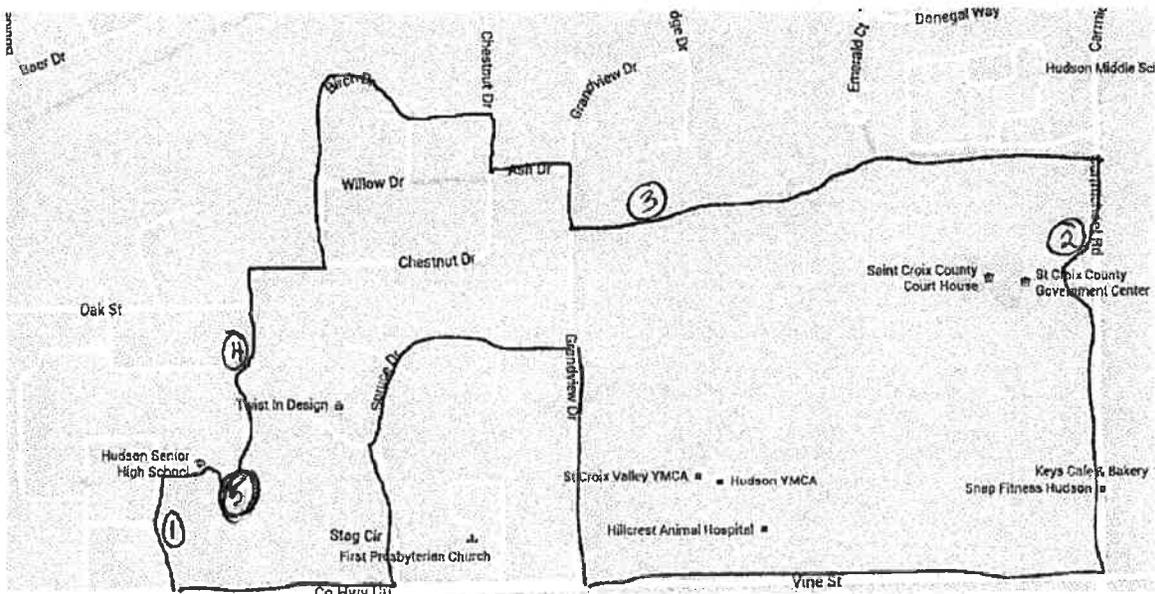
Times:

- Registration 8:00 – 9:00 AM
- Actual Color Run/Walk 9:00 – 11:00 AM
- Post Run/Walk Celebration ends at 11:30

Route/Logistics:

- Registration/start/finish/celebration will be on one of the playing fields at high school
- Students and sponsors will be throwing the color
- We will likely be setting up route signs/flags the night before
- Color Stations on route (There are 5 of them)
 1. High School Southside Parking lot
 2. Northside lawn of Government Center Parking Lot on Carmichael
 3. On walking path trail off Northridge Drive
 4. Walking trail connecting Oak St. with HS parkinglot
 5. Finishline on one of high school playing fields

Route Map:



**CITY OF HUDSON
COUNCIL/COMMITTEE ISSUES**

Submitted to: Public Safety Committee

Date: 04/23/2015

Submitted by: Chief Marty Jensen

Regarding: Review of San Pedro's Dumpsters

ISSUE: The original agreement between the city and San Pedros is for a one year lease to allow their dumpsters on city property. The lease agreement will end at the end of June 2015. It was felt this item should be brought back to the public safety committee for review and recommendation.

- **Legal aspects:** None
- **Budget Impact:** None
- **Past History:** approved dumpsters on city property
- **Other Pertinent Data:** None

STAFF RECOMMENDATION: Review and renew lease agreement.

COMMITTEE RECOMMENDATION:

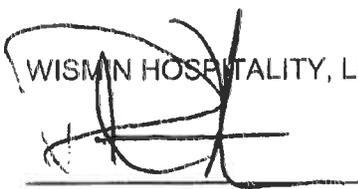
AGREEMENT

This Agreement, dated this 16th day of June, 2014, by and between Wismin Hospitality LLC, the owner of San Pedro Café, 426 Second Street, Hudson, WI, and the City of Hudson, a Wisconsin municipality, is for the purpose of establishing conditions whereby Wismin Hospitality, LLC may place dumpsters used by San Pedro Café on City property next to the Public Safety Building. To that end, the parties agree as follows:

1. The City hereby gives Wismin Hospitality, LLC, owner of San Pedro Café, permission to place two 3 yard dumpsters and three (3) 96-gallon recycling containers that are used by San Pedro Café on City property to wit: up against the west side of the City's Public Safety Building located at 222 Walnut Street, Hudson, WI.
2. The dumpsters shall comply with Hudson City Ordinance 212-6C and D(1) and (2), which is attached hereto and incorporated herein by reference as Exhibit A.
3. The dumpsters shall be placed so take up the least amount of space and so that they do not block or impede traffic or visibility for traffic in that area.
4. Wismin Hospitality, LLC shall indemnify, hold harmless, and defend the City against any and all claims arising out of placement of the San Pedro Café dumpsters on City property as described in paragraph 1, including, but not limited to claims for property damage, personal injury, attorneys fees, and any other claims.
5. Wismin Hospitality, LLC shall maintain liability insurance covering these dumpsters and shall name the City as an additional insured on said liability policy, and provide to the City a certificate of insurance evidencing compliance with this requirement, which shall be attached to this Agreement as Exhibit B.
6. The City shall receive \$25 per month to be paid quarterly by Wismin Hospitality, LLC for the ability to use City property to store the dumpsters. This agreement shall be in place for one (1) year from the date signed, and shall be reviewed annually.

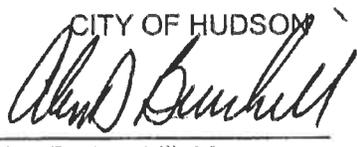
Council approved this 16th day of June, 2014.

WISMIN HOSPITALITY, LLC


Pete Foster

6/16/14
Dated

CITY OF HUDSON


Alan D. Burchill, Mayor

7/26/14
Dated

C. [Added by Ord. No. 39-94] Dumpsters. No person shall place or park any dumpster used for collection of trash or rubbish on any street, roadway, alleyway or other public place or area unless equipped as follows:

- * (1) Each end of the dumpster shall exhibit a reflective sign of not less than 48 square inches which shall be placed at least four feet above the roadway surface.
- * (2) Each dumpster unit shall have affixed to it the name, address and telephone number of the owner.
- (3) No dumpster shall be placed upon any street or alleyway unless such dumpster is placed upon wooden planking or other similar material sufficient to protect the roadway surface.

D. [Added by Ord. No. 18-95] Placement of dumpsters. The following regulations shall apply to placement of dumpsters:

- * (1) No dumpster used for collection of trash or rubbish shall be placed or parked on any parking space required under Chapter 255, Zoning, § 255-48 of this Code.
- * (2) Dumpsters used for demolition or construction debris may be allowed on a public street or alleyway only if there is no other on-site space available.
- (3) Any person placing a dumpster on any street, alleyway or other public place shall first obtain a permit from the Police Department. The fee for a permit shall be \$25 per week.

§ 212-7. Littering.³

No person shall deposit or permit to be deposited upon any street, alley or public place within the city any glass, nails, tacks, metal objects, ashes, sand, stone or other rubbish or refuse, including lawn clippings, leaves or branches, and no person shall have any such materials on the city streets except in a vehicle enclosed so as to prevent such material from being dropped. Nothing herein shall prohibit the use of sand or other abrasive materials on snowy or icy sidewalks as provided in § 212-9.

§ 212-8. Moving buildings.

No person shall move or cause to be moved a building in or along any street in the city without obtaining a permit therefor from the Public Works Superintendent, who shall issue such permit upon such terms as he may deem reasonably necessary to protect the city users of the street and abutting property owners from loss or damage and to protect the public easement in the street. The person to whom the permit is granted shall cause such building to be properly protected by warning lights so as to warn all users of the street of the existence of such building. Such moving shall be completed within a reasonable time, not exceeding 10 days, and the Public Works Superintendent may require that such moving be carried out continuously.

³ Editor's Note: See also Ch. 154, Littering.



WISMI-1 OP ID: HR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/11/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sandeen Agency, Inc. 606 Second Street Hudson, WI 54016 Meme Fehr, CIC		CONTACT NAME: Meme Fehr, CIC PHONE (A/C, No., Ext.): 715-386-5825 FAX (A/C, No.): 715-386-1466 E-MAIL ADDRESS: mfehr@sandeen.com	
INSURED WISMIN Hospitality LLC San Pedro Cafe 413 Second St Hudson, WI 54016		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual NAIC # 15350 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION (INSR / SUBROG)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	BOU1473573	11/21/2014	11/21/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUU1473575	11/21/2014	11/21/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	VUU2179915	11/21/2014	11/21/2015	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Hudson is listed as an additional insured.

CERTIFICATE HOLDER

CANCELLATION

HUDSO-3 City of Hudson 505 3rd St Hudson, WI 54016	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

WEST BEND
A MUTUAL INSURANCE COMPANY
West Bend Mutual Insurance Company
1900 S. 18th Avenue | West Bend, WI 53095

EXHIBIT B

CUSTOMER NO. 0110563778

R 204

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATION AMENDMENT

POLICY NUMBER BOU 1473573 02
ENDORSEMENT EFFECTIVE JUNE 30, 2014
ADDING ADDITIONAL INSURED TO LIABILITY COVERAGE

INSURED NAME: SAN PEDRO CAFE

LIMITS OF INSURANCE:

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS - COMPLETED OPERATIONS)	\$2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	\$3,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
MEDICAL EXPENSE LIMIT, ANY ONE PERSON	\$10,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$200,000
PERSONAL AND ADVERTISING INJURY LIABILITY LIMIT	\$1,000,000

OPTIONAL COVERAGES - LIMITS OF INSURANCE AND ADDITIONAL INFORMATION

VOLUNTARY PROPERTY DAMAGE	
OCCURRENCE LIMIT	\$2,500
AGGREGATE LIMIT	\$2,500
DEDUCTIBLE (PER CLAIM)	\$100

ADDITIONAL PREMIUM IS: \$20.00

SEE ATTACHED SCHEDULE FOR FORMS AND ENDORSEMENTS APPLICABLE
TO THIS COVERAGE

WEST BEND
 MUTUAL INSURANCE COMPANY
 West Bend Mutual Insurance Company
 1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER NO. 0110563770

R 204

DOT 704

COMMERCIAL GENERAL LIABILITY CLASSIFICATION SCHEDULE AMENDMENT

POLICY NUMBER BOU 1473573 02
 ENDORSEMENT EFFECTIVE JUNE 30, 2014
 ADDING ADDITIONAL INSURED TO LIABILITY COVERAGE

INSURED NAME: SAN PEDRO CAFE

TOTAL PREMIUM: \$1,668.00

COMMERCIAL GENERAL LIABILITY CLASSIFICATIONS

LOC	ST	TER	CODE	PREMIUM BASIS	PER	RATE	PREMIUM
THE FOLLOWING COVERAGE HAS BEEN ADDED:							
	1	WI	503 83005	1 PERSONS/ORGS	1	\$50.000	\$50 O
ADDITIONAL INSURED - NOT OTHERWISE CLASSIFIED							
ADDITIONAL FOR COVERAGE MINIMUM:							\$105 P
TERRORISM RISK INSURANCE ACT							\$16
THE PRO-RATED ADDITIONAL PREMIUM IS:							\$20

POLICY NUMBER BOU 1473573 02
ENDORSEMENT EFFECTIVE JUNE 30, 2014
ADDING ADDITIONAL INSURED TO LIABILITY COVERAGE

INSURED NAME: SAN PEDRO CAFE

ADDITIONAL INTEREST

CITY OF HUDSON
505 3RD ST
HUDSON, WI
54016
FORM WB1450 APPLIES
ALL OTHERS-NOC
*ADDITIONAL INSURED
HAS BEEN ADDED



West Bend Mutual Insurance Company
 1900 S. 18th Avenue | West Bend, WI 53095

CUSTOMER NO. 0110563778

R 3B9

WEST BEND SMART BUSINESS GENERAL LIABILITY DECLARATION

POLICY NUMBER BOU 1473573 02
 ENDORSEMENT EFFECTIVE JUNE 30, 2014
 ADDING ADDITIONAL INSURED TO LIABILITY COVERAGE

INSURED NAMED: SAN PEDRO CAFE

THE FOLLOWING FORMS HAVE BEEN ADDED TO THE POLICY

FORMS SCHEDULE

NUMBER	DESCRIPTION
WB1450 01/09 A	ADDITIONAL INSURED - NOT OTHERWISE CLASSIFIED

A - INDICATES FORM HAS BEEN ADDED
 FORM NO. GLFORMSINV 01/09

ISSUED 07/08/2014

 **WEST BEND**
A MUTUAL INSURANCE COMPANY
West Bend Mutual Insurance Company
1900 S. 18th Avenue | West Bend, WI 53095
POLICY NUMBER: BOU 1473573 03

CUSTOMER NO. 0110563778

R SB9

RENEWAL

GENERAL LIABILITY ADDITIONAL INTEREST

CITY OF HUDSON
505 3RD ST
HUDSON, WI 54016

VARIOUS LOCATIONS

FORM WB1450 APPLIES

NOT OTHERWISE CLASSIFIED

ADDITIONAL INSURED

INSURED: SAN PEDRO CAFE
WISMIN HOSPITALITY, LLC DBA
413 2ND ST
HUDSON, WI 54016

AGENCY: SANDEEN AGENCY INC
48-795

POLICY PERIOD FROM: NOVEMBER 21, 2014 TO: NOVEMBER 21, 2015

ISSUED 10/03/2014

ADDL INTEREST COPY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED – NOT OTHERWISE CLASSIFIED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
GARAGE COVERAGE FORM

SCHEDULE

Name of Person or Organization (Additional Insured):

WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule as an additional insured, but only with respect to liability incurred solely as a result of some act or omission of the named insured.

It is further understood and agreed that the designation of the entity named as an additional insured does not increase or alter the limit of liability, nor the scope of coverage of this policy.

The coverage granted to the additional insured under this endorsement shall be excess over any other valid and collectible insurance, whether contingent, excess or primary.

This endorsement provides no coverage to the additional insured for its liability arising out of the claimed negligence, statutory liability or fault of the additional insured.

As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**CITY OF HUDSON
COUNCIL/COMMITTEE ISSUES**

Submitted to: Public Safety Committee

Date: 10/03/2016

Submitted by: Chief Marty Jensen

Regarding: St. Croix County Communications MC-1 Van

ISSUE: Alderperson Morrissette requested that the safety committee look at possible locations in the City of Hudson for the communications van of St. Croix County

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

STAFF RECOMMENDATION: None

COMMITTEE RECOMMENDATION: MOTION by Morrissette, SECOND by Hall to recommend using the old golf course property to store the MC-1 van and to have Chief Jensen contact Emergency Communications Director Steve TKach to evaluate the space. MOTION CARRIED.

COUNCIL/COMMITTEE ISSUES

SUBMITTED TO: Finance Committee and Common Council

DATE: 10/24/16

SUBMITTED BY: Karen Duchow

REGARDING: Special Event Permit Application from Hudson Hot Air Affair, Inc. and designation as a Community Event

ISSUE: To determine whether to approve the issuance of a Special Event Permit for the Hudson Hot Air Affair events on February 3-5, 2017 as a Community Event. The parade will be held February 3rd beginning at 7:00 pm on Second Street (from Vine to Walnut Street) and the hot air balloon launches will be held at EP Rock Elementary School on February 4th, at 7:30 a.m. and 3:00 p.m. and February 5th at 7:30 a.m., weather permitting.

The Public Safety, Public Works and Planning Departments reviewed the Special Event Permit application documents and recommend approval of the Special Event Permit for the Hot Air Affair events.

The EMS Department reviewed the Special Event Permit application form and recommend approval of the events contingent on payment of their charges for “Dedicated Event Standby” time of \$125.00 per hour. An invoice for stand-by services will be sent after the event.

The complete application is available for review in the City Clerk’s office.

RECOMMENDATION: Approve the Hudson Hot Air Affair, Inc. Special Event Permit application, the request for designation as a Community Event contingent on payment of the EMS standby charges, the City Attorney approving the 2017 Certificate of Insurance, and approval of the fireworks display plans by the Fire Chief.

**PUBLIC UTILITIES COMMISSION MEETING
CITY OF HUDSON, WISCONSIN
TUESDAY, OCTOBER 18, 2016**

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

PRESENT: Dave Prissel, Chairperson; Tom Irwin, Vice Chairperson; Chris Adams, Andy Hassan, John Hoggatt, and Kurt TeWinkel, Commissioners.

ABSENT: All Commissioners present.

ALSO PRESENT: Kip Peters and Jace Holzemer, Hudson Public Utilities; Brenda Malinowski, City Finance Officer.

APPROVAL OF SEPTEMBER 13, 2016 REGULAR MEETING MINUTES: Motion by Hoggatt, second by Hassan to approve the minutes of the September 13, 2016 Public Utilities Commission meeting. **MOTION CARRIED.**

ELECTION OF OFFICERS: Motion by Hoggatt, second by TeWinkel to re-appoint Dave Prissel as Chairperson of the Public Utilities Commission. **MOTION CARRIED.**

Motion by Irwin, second by Hoggatt to appoint Hassan as Vice Chairperson of the Public Utilities Commission. **MOTION CARRIED.**

DISCUSSION AND POSSIBLE ACTION ON 2017 WATER UTILITY BUDGET: City Finance Officer Brenda Malinowski presented a Capital Improvement Project Summary and the 2017 Budget. Discussion followed on items in the budget and the scope, timetable, costs, and financing options of items in the project summary.

Motion by Hoggatt, second by Hassan to approve the Water Utility's 2017 budget. **MOTION CARRIED.**

DISCUSSION AND POSSIBLE ACTION ON 2017 WASTEWATER UTILITY BUDGET: Malinowski presented a Capital Improvement Project Summary and the 2017 Budget. Discussion followed on items in the budget and the scope, timetable, costs, and financing options of items in the project summary.

Motion by Hassan, second by Hoggatt to approve the Wastewater Utility's 2017 budget. **MOTION CARRIED.**

DISCUSSION AND POSSIBLE ACTION ON UTILITY PERSONNEL JOB DESCRIPTIONS: Peters presented revised Utility personnel job descriptions. He said current job descriptions were dated and needed to be revised. Discussion followed on the job descriptions.

Motion by TeWinkel, second by Adams to approve the revised Utility personnel job descriptions. **MOTION CARRIED.**

DISCUSSION AND POSSIBLE ACTION ON WASTEWATER OPERATOR WEEKEND ON-CALL PAY: Peters presented an issue sheet regarding wastewater operator weekend and holiday on-call pay. He said wastewater operators do not receive on-call pay for weekends and holidays. Peters requested the Commission authorize \$25.00/day on-call pay for weekends and holidays. Discussion followed.

Motion by Hassan, second by Hoggatt to authorize \$25.00/day on-call pay for wastewater operators for weekends and holidays and to amend the 2017 wastewater budget accordingly. **MOTION CARRIED.**

**PUBLIC UTILITIES COMMISSION MEETING
CITY OF HUDSON, WISCONSIN
TUESDAY, OCTOBER 18, 2016**

DISCUSSION AND POSSIBLE ACTION ON WIDNR HUDSON WATERWORKS SANITARY SURVEY REPORT: Peters reviewed a revised sanitary survey report summary. He said the Hanley Rd Tower Re-hab and the Well/Treatment Plant #6 Re-cladding projects are nearly complete and the required water service dead end projects are complete.

CONVENE INTO CLOSED SESSION PURSUANT TO SEC.19.85(1)(C), WIS. STATS., TO DISCUSS PERSONNEL ISSUES: Motion by Hassan, second by Adams to convene into closed session pursuant to Section 19.85 (1) (c) WI. Stats. to discuss personnel issues. All ayes. **MOTION CARRIED.** – 7:15 p.m.

RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION – UTILITY DIRECTOR REVIEW: Motion by Hoggatt, second by Adams to reconvene into open session. All ayes. **MOTION CARRIED.** – 7:45 p.m.

Motion by Hassan, second by Hoggatt to authorize a 4% wage increase, effective 2017, for Public Utility Director Kip Peters and to amend the 2017 water and wastewater budgets accordingly.

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

WATER AND WASTEWATER UTILITY’S CASH REPORTS: The water and wastewater utility’s monthly cash reports were presented for the Commission's review.

OTHER BUSINESS FOR INFORMATION PURPOSES ONLY OR FOR UPCOMING AGENDA: Peters suggested because elections are being held on November 8, November’s Public Utilities Commission meeting be re-scheduled for Tuesday, November 15. All Commissioners agreed.

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

ADJOURNMENT: Motion by Irwin, second by Hoggatt to adjourn. **MOTION CARRIED.** – 8:00 p.m.

Jace Holzemer,
Recording Secretary

COUNCIL/COMMITTEE ISSUES

SUBMITTED TO: Devin Willi

DATE: 10/19/2016

SUBMITTED BY: Scott St. Martin, Fire Chief

REGARDING: Selling fire truck

ISSUE: The department would like to sell the old 1992 Kenworth Fire truck that was replaced with the 2016 Pierce truck.

BUDGET IMPACT: The proceeds from the fire truck will be used to purchase A Firecom system and soft goods.

FUNDING SOURCE: 0 (zero dollars)

RECOMMENDATION: I recommend selling the truck on Wisconsin surplus.com.



Devin Willi <dwilli@ci.hudson.wi.us>

Class B Beer & Liquor License

Doug Rohde <doug@lhrhospitality.com>
To: Devin Willi <dwilli@ci.hudson.wi.us>

Tue, Oct 11, 2016 at 12:10 PM

Devin- Yes we will need an extension. I was not aware that a specific date had been placed on the activity of this license. Originally, when addressing the council we had anticipated closing on the hotel lot property by July 31st. Due to several delays, many of which were out of our control, that event (closing) is taking place the end of October (this month). Also, at that time we did not know how the new roads and construction of these would progress, the removal of the sanitary sewer that ran through the middle of the hotel property and from a timing perspective when we would have access to the Event Center. From an access standpoint, we may not have clear and convenient access to the event center until late April early May as we need to construct the new parking on the west side of the Event Center. In the meantime, we are planning interior renovations to the facility January through March 2017 for an anticipated May opening.

We will be working closely with our General Contractor to make sure that we have good, clean, safe and convenient parking and access for guests rather than rush it and create a negative or problematic situation. Even if we had hit our original dates and were ready to go, if you have been by the site recently, the entire parking facility has been a staging area for the overall development and currently as of today is filled with 15'+ piles of dirt and equipment.

We interim leased the Clubhouse from the Hanson's until we close in hopes to get it up and running this fall, but unfortunately this is just not possible. I understand delays surrounding these licenses is a touchy subject but the delay with this one was unavoidable and will be worth the wait for the community.

This has been anything but a straight forward normal development process and one that has been taxing and stressful but we are now in the final stretch and will soon be able to dial in a more formidable schedule moving forward. I would respectfully ask the City Council under the circumstances to grant an extension through May 2017. Please call or email me should you need any further clarifications or questions.

Thank you.

Doug

[Quoted text hidden]

--

Douglas G. Rohde
President & CEO
LHR Hospitality
432 Wabasha Street South
St. Paul, MN 55107

715-222-8788 (C)

651-340-1880 (O)

doug@lhrhospitality.com
www.lhrhospitality.com

**CITY OF HUDSON
ISSUE SHEET**

Submitted to: COMMON COUNCIL	Date: 10-12-2016
Submitted by: PARK BOARD	
Regarding: DISCUSSION AND POSSIBLE ACTION ON THE DONATION BY SPARK OF A FITNESS SYSTEM FOR LAKEFRONT PARK	

At the October 4, 2016 Park Board meeting, the Board reviewed the proposed donation of a Fitness System for Lakefront Park.

- Hannah Burns provided information on a proposed Fitness system that could be integrated into Lakefront Park per the recommendation of the Park Board and City. She explained the goal is to apply for a SPARK grant that would fund all or a substantial portion of the equipment purchase and also to promote fundraising efforts.
- Burns explained the fitness system has five(5) stations including walk through instructions for each pieces of equipment. Noted the system is age appropriate for 13 years and older. Burns stated the size of the area would need to be 42 x 36 and can be finished or non-finished or the option is to space the equipment along the trail.
- The overall Park Board agreed the Fitness system would fit well in Lakefront Park. Noted the area north of the bath house, along the trail, was one option and another option would be in areas along the trail at Lakefront Park.

FUNDING SOURCE: SPARK donation – Possible funding source to be determined for the area

STAFF RECOMMENDATION: MOTION by Hall, second by Brokaw to approve the concept plan submitted by Hannah Burns as part of a SPARK grant application and to recommend approval of a fitness system at Lakefront Park donated and funded by the SPARK grant. MOTION CARRIED.

SPARK Project Proposal
Hudson Parks Board
Hudson, WI 54016

September 28, 2016

Dear Park Board members:

Thank you for making time to discuss my community service project which I am really excited about. Please see the following information I provided for the SPARK grant and may be useful to you as well. I am excited to submit my proposal for your consideration; in the following pages you will find the answers to the SPARK Proposal questions...

Who are you?
What is your SPARK idea?
How can you make it SPARK?
What will it cost?

Who I am:

My name is Hannah Burns, and I love being a member of the Hudson Community. My community involvement began with the Hudson Community Built Castle Playground, at Grandview Park, as my mom lead the project while working closely with the City of Hudson, its businesses, clubs and members in the community. As I became older, I began taking on projects of my own, such as the Girl Scout Clean Water project for the city of Hudson and initiating the Lakefront Park Leaf-raking project. I have always loved visiting our parks as there is something for everyone: playground equipment, a quiet place to read, a happy place for a dog and their owner, benches to sit and think --or just people watch, fireworks, trails for walking/biking/running, volleyball, swimming, fishing, grass to lay in, and so much more! I believe our parks help improve the quality of life for people of all ages.

While visiting Owen Park in Eau Claire this summer, I had discovered newly installed fitness equipment in a small fitness playground. I was intrigued with the equipment, and my family immediately tried it out... We loved it! In a society where people are beginning to count calories and steps on their watches and phones, this made perfect sense. The general awareness of obesity is growing, along with the diseases associated with it such as type-2 diabetes, cardiovascular disease, cancer, and mortality. In the U.S. it has been reported that compared to normal weight individuals, obese patients incur 46% increased inpatient costs, 27% more physician visits, and 80% increased spending on prescription drugs. I propose a simple idea to help people with their fitness goals while enjoying time spent in the park – an outdoor Fitness Playground.

My SPARK idea:

My idea is to purchase a total body fitness system built for every body, specifically the ENERGI Prime system to be, ideally, installed in Lakefront Park (or placed where the city sees it working best). ENERGI combines functional fitness and body-weight training to deliver a synergistic workout that connects all five of the body's major anatomical systems and exercises nearly all of its 206 bones and 600 muscles. This system allows for 14 people to be using it at once, and can be separated into individual stations, or all in a condensed area. It has five stations with three levels of intensity – beginner, intermediate, and advanced, as described:

Station 1: Static & Dynamic Stretches (Features 24 stretching exercises that are perfect to begin or end any exercise routine)

Station 2: Pulling, Back, Angle Bar & Hurdle Exercises (Features 24 exercises including the pull-up, chin-up, hurdle dip, and hurdle jump)

Station 3: Squat, Dip, Push-up & Balance Exercises (Features 24 exercises including the squat, single-leg squat, V-sit, triceps dip, balance beam, and push-up)

Station 4: Power & Agility Step Exercises (Features 24 exercises including the step-up, lateral step-up, V-step, and A-step)

Station 5: Core, Torso & Balance Disc Exercises (Features 24 exercises including the lunge, plank, sit-up, and reverse curl)

The fitness system is low maintenance, with no special surfacing required, and no mechanical systems to maintain. It is a long term, low-cost solution to provide an avenue of outdoor fitness to many people, that is also aesthetically pleasing to the eye.

I consider Hudson to be a city that is looked up to by other cities, a leader among communities, and a place tourists love to visit. This innovative Fitness Playground is designed to be a highly visible project that will demonstrate our community's desire to live a healthy, active life while enjoying the beauty of the St. Croix River and our parks.

Make it SPARK!

The steps I have taken, and will continue to take are as follows:

1) Formed a steering committee -- Myself, my mom as my coach and mentor, Tom Zeuli – Director of Public Works and Parks, Deb Andrews – Parks Administrative Assistant, St. Croix Valley Foundation who handles the project finances and provides a letter to donors for tax deductions

2) Made key decisions – Established clear objectives for my project upfront, chose the type of playground and products, discussed project with Parks Board, secured SCVF as director of Playground Fund

3) Listened to community feedback – Listen to Parks Board, local businesses, educators, athletes, coaches, students, family, friends, and local random people in Lakefront Park

- People are excited for the outdoor fitness playground
- People support the build in Lakefront Park
- It is a great way to support physical fitness and activity
- It is an outward example of how our city feels about having a healthy community

4) Locate a site – Lakefront Park is the park of preference. A “park walk” will take place with Tom Zeuli to discuss specific sites, or the option of having stations staggered throughout the park. After the site is determined by steering committee/Mr. Zeuli, City Council approval will take place on Oct. 17, 2016

5) Consult a playground specialist – Lee Recreation – Cambridge, WI

6) Determine budget and fundraising – See “The project costs” section of proposal... Fundraising has begun and \$5000+ is currently in the Playground Fund. Businesses and other donors make a tax deductible donation to St. Croix Valley Foundation. Fundraising will be completed by January 31, 2017

7) Completed a “Big picture” project timeline

- Choose final build site with the city – Oct. 4, 2016
- Complete fundraising – Jan. 31, 2017
- Order equipment – Feb/March 2017

- Build will occur the first week of June, 2017 – providing the ground has recovered from spring flooding

8)Install the playground – Installation can be done by the playground specialist, the community, or both

The project costs:

Energi Complete 5 Station System\$15,590
Installation by Lee Recreation.....4,500
Playground surface provided by City..... 0

Total.....\$20,090

*Please see the attached quotation for the playground equipment...

Thank you for your consideration, and please contact me if you any questions or concerns regarding the Fitness Playground project.

Warmest regards,
Hannah

Contact Information:

Hannah Burns
321 St. Croix St.
Hudson, WI 54016

hannahbananaburns@gmail.com

715-531-0225

References are available on request from the following Wisconsin communities who installed this system:

Antigo School District
Sturgeon Bay Sunset Park
Cedarburg Zeunert Park
Chippewa Falls Family YMCA
Middleton South Fork Esser Trail – Middleton
Eau Claire Owen Park
De Forrest City Park
West Allis Park
Madison - University of WI Field 60



Complete ENERGI Prime System ENERGI-PR-500-SM

- Featuring all 5 stations and the welcome sign.
- Concrete pad size: 42' x 36' (12,8m x 10,97m)

 1,589 lbs (721kg)

“ ENERGI gave me a structured program with realistic, attainable goals. My clothes fit better, my arms have better definition. I would tell a friend: Just try it, you'll love it. ”

Laura, ENERGI user



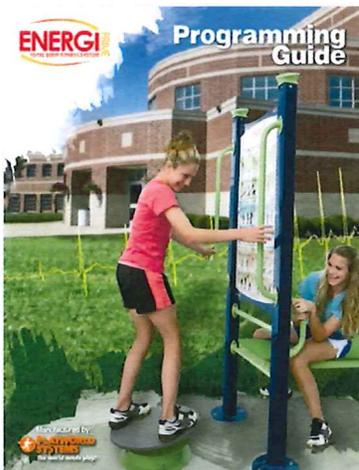
ENERGI Prime is ergonomically designed for up to fourteen teenagers and adults, ages 13 and over.

- 5 stations with easy-to-understand instructional signs
- Each sign features 2D code technology - it's like having your own free mobile personal trainer!
- 120 exercises provide enough activity for a workout regimen of up to 60 minutes a day, 3 days a week
- 3 levels of intensity – beginner, intermediate, advanced – allow users to work out at their comfort level and progress as their fitness improves

A complete workout for **THE PRIME OF YOUR LIFE.**



FOR AGES 13 & UP



FREE PROGRAMMING GUIDE

Developed with fitness curriculum specialist Nicholas Slotterback, and fitness expert and ENERGI co-creator Michelle Simons, the ENERGI Prime Programming Guide features:

- Over 100 detailed lesson plans for both middle and high schools
- Athletic program for coaches
- Instructional videos for all 120 exercises
- Advanced boot camp program for fitness instructors and activity directors
- Activity log to track user progress
- Research and related materials

It's yours **FREE** with every ENERGI Prime purchase. See samples at PlayworldSystems.com/ENERGI.



A. STATION 1: Static & Dynamic Stretches

ZZXX0089S

- Features 24 stretching exercises that are the perfect beginning and ending to any exercise routine.
- Gray platform has a textured, non-slip surface with colored targets for a more dynamic, safe exercise.
- Concrete pad size: 12' 10" x 16' 5" (3,91m x 5m)

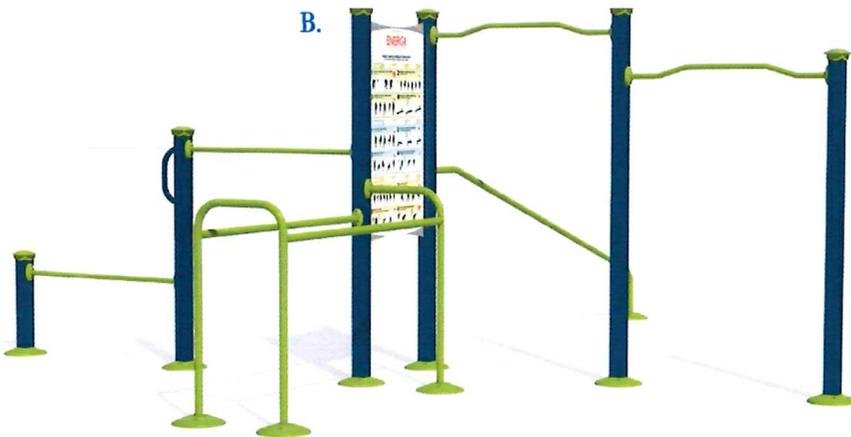
 412 lbs (187kg)

B. STATION 2: Pulling, Back, Angle Bar & Hurdle Exercises

ZZXX0090S

- Features 24 exercises including the pull-up, chin-up, hurdle dip, and hurdle jump.
- Concrete pad size: 24' 5" x 22' 5" (7,42m x 6,83)

 293 lbs (133kg)

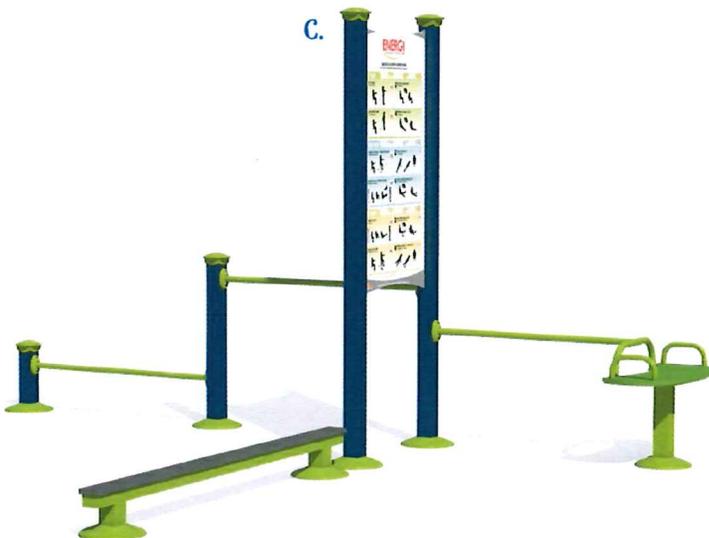


C. STATION 3: Squat, Dip, Push-Up & Balance Exercises

ZZXX0091S

- Features 24 exercises including the squat, single-leg squat, V-sit, triceps dip, balance beam, and push-up.
- Balance bar has a gray textured, non-slip surface for safety.
- Concrete pad size: 18' 3" x 21' 8" (5,56m x 6,61m)

 199 lbs (91kg)





D. STATION 4: Power & Agility Step Exercises

ZZXX0092S

- Features 24 exercises including the step-up, lateral step-up, V-step, and A-step.
- Gray platforms have a textured, non-slip surface for safety.
- Concrete pad size: 10' 9" x 12' 10" (3,28m x 3,91m)

 206 lbs (187kg)



FOR AGES 13 & UP

E. STATION 5: Core, Torso & Balance Disc Exercises

ZZXX0093S

- Features 24 exercises including the lunge, plank, sit-up, and reverse curl.
- Balance disc features only three simple parts for added durability, and a gray textured, non-slip surface for safety.
- Concrete pad size: 21' 2" x 14' 8" (6,45m x 4,47m)

 241 lbs (110kg)



F. Welcome Sign

ZZXX0117S

- Welcomes new users to ENERGI Prime and features fit tips for all levels.
- Available, for an additional fee, as a two-sided custom sign, with your own message and design on the second side. Ideal for promoting your facility or thanking a sponsor.

 55 lbs (25kg)



For users to receive the most health benefits, we recommended purchasing all stations. Item numbers and pricing shown are for surface-mount stations. In-ground mount versions available upon request.

LAKEFRONT PARK TRAILS – NORTH OF BATHHOUSE



BATH HOUSE

Vine St

Orange St

St Croix St

Location
Option #1

Location
Option #2
(5 locations
along trail)



HUDSON PUBLIC UTILITIES ISSUE SHEET

DATE: 10/5/2016
SUBMITTED TO: Finance
SUBMITTED BY: Utility Director Peters
REGARDING: Part-Time Help (20 Hrs. per week)

ISSUE: Adding part-time help to the sanitary sewer department for help with daily chores and small odd end jobs. Help with jetting sanitary sewer lines, painting, cleaning, lift station repairs and general maintenance.

FUNDING SOURCE:

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION:

**CITY OF HUDSON
COUNCIL/COMMITTEE ISSUES**

Submitted to: Public Safety Committee

Date: 09/26/2016

Submitted by: Chief Marty Jensen

Regarding: Interagency Agreement Between School District and Police Dept

ISSUE: Attached to this issue sheet is an Interagency Agreement between the Hudson School District and the City of Hudson Police Department. This agreement spells out how information sharing will occur between the school district and the police department. This same agreement is being looked at by the St. Croix County Sheriff's Office and the North Hudson Police Dept. The agreement has been reviewed by the city attorney with no issues being found. This will greatly help speed up the sharing of student and other information between our two agencies.

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

STAFF RECOMMENDATION: Approve Agreement

COMMITTEE RECOMMENDATION: MOTION by Hall, SECOND by Alms to recommend approval of the Interagency Agreement between the Hudson School District and Hudson Police Department. MOTION CARRIED.

INTERAGENCY AGREEMENT

BETWEEN

**HUDSON SCHOOL DISTRICT
and
HUDSON POLICE DEPARTMENT**

THIS INTERAGENCY AGREEMENT (“Agreement”) is entered into by and between the **HUDSON SCHOOL DISTRICT** (“District”) and **HUDSON POLICE DEPARTMENT** (“Law Enforcement Agency”) pursuant to Wis. Stats. §§ 118.125(2)(n) and 938.396(1)(c)4.

The parties hereto recognize that pursuant to Wis. Stats. §§ 118.125(2)(n) and 938.396(1)(c)4., school districts and law enforcement agencies may enter into an interagency agreement providing for the disclosure of certain information between the parties. Pursuant to Wis. Stats. §§ 118.125(2) and 938.396(1), such exchange of information is a confidential exchange of information.

The parties also recognize that pursuant to Wis. Stat. § 118.125(2)(n), the exchange of pupil information under this Agreement is permissible between the parties to this Agreement if the purpose of the request from the Law Enforcement Agency to the District is to provide services to a pupil before adjudication.

WHEREAS, the parties are committed to providing appropriate programs and services to prevent children from becoming at risk and to intervene with children already involved in the juvenile justice system; and

WHEREAS, the parties desire a maximum degree of long-range cooperation and administrative planning in order to provide for the safety and security of the community and its children; and

WHEREAS, the parties are committed to improving services to children in the juvenile justice system through sharing information, eliminating duplication of services and coordinating efforts; and

WHEREAS, the parties understand that certain roles in serving children and youth are required by law, and that these laws shall serve as the foundation for defining the role and responsibility of each participating agency; and

WHEREAS, the parties mutually agree that all obligations stated or implied in this Agreement shall be interpreted in light of, and consistent with, governing state and federal laws; and

WHEREAS, the parties, in the interest of providing coordinated services to children have reached certain understandings, permitted by law, which they have reduced to writing.

NOW, THEREFORE, upon the mutual promises contained herein, together with such other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DEFINITIONS

For purposes of this Agreement, the following shall be defined, as provided herein below:

1. "Law Enforcement Agency" has the meaning set forth in Wis. Stat. § 165.83(1)(b).
2. "Law Enforcement Unit" means any individual, office, department, division or other component of a school district that is authorized or designated by the school board to do any of the following:
 - A. Enforce any law or ordinance, or refer to the appropriate authorities a matter for enforcement of any law or ordinance, against any person other than the school district.
 - B. Maintain the physical security and safety of a public school.
3. "Law Enforcement Unit Records" means records maintained by a law enforcement unit that were created by that law enforcement unit for the purpose of law enforcement.
4. "Pupil Records" means all records relating to individual pupils maintained by a school but, does not include, any of the following:
 - A. Notes or records maintained for personal use by a teacher or other person who is required by the state superintendent under Wis. Stat. § 115.28(7), to hold a certificate, license or permit if such records and notes are not available to others.
 - B. Records necessary for, and available only to persons involved in, the psychological treatment of a pupil.
 - C. Law enforcement unit records.
5. "Record" means any material on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics.
6. "Services before Adjudication" shall be broadly construed to mean events commencing prior to a juvenile becoming involved with a Juvenile In Need of Protection or Services (JIPS) action, which may include the investigation of an event.

II. DISTRICT RESPONSIBILITIES

The District shall:

1. Notify, as soon as practicable, the District Administrator or designee, of a juvenile or student-aged adult arrested for crimes of violence or violation of law, which would be a felony if committed by an adult, upon receipt of such information from the Law Enforcement Agency. The District Administrator or designee, as soon as practicable, shall provide such information to student services personnel (e.g., counselor, psychologist or social worker), school resource officers, if applicable, and the student's immediate teacher(s).
2. Designate the contact person(s) to be responsible to receive juvenile or student-aged adult arrest information. The District shall inform the Law Enforcement Agency of its designation.
3. Ensure that information obtained through the criminal history database and disseminated only to appropriate school personnel and law enforcement carries a warning, that the information may not be complete and should be verified, and regarding necessary confidentiality and control of further dissemination. The District will adopt internal written policies to affect the purpose of this provision.
4. Share information on student achievement, behavioral and attendance history on juvenile or student-aged adult offenders or juveniles at risk of becoming offenders for the purpose of assessment and treatment with partners to this Agreement, as appropriate. The individual who discloses such information shall notify the student's parent or guardian of that disclosure as soon as practicable after that disclosure.
5. Communicate all delinquent acts (those acts resulting in recommendation for expulsion/expulsion) which occur whenever a student is under the jurisdiction of the District to the law enforcement agency with jurisdiction over the District.
6. Authorize schools to provide, upon request, law enforcement officers with information as to whether individual students have dropped out or been expelled from that school. The District Administrator or designee shall provide a regularly updated list of students who are placed in alternative education settings or expelled to the Law Enforcement Agency.
7. Develop appropriate internal written policies to ensure that confidential law enforcement records are disseminated only to persons employed by the school district, who are required by the state superintendent under Wis. Stat. § 115.28(7) to hold a license, and to other school district officials, who have been determined by the school board to have legitimate educational interests, including safety interests, in that information. In addition, if the information

relates to a pupil of the school district, the school district may also disclose the information to those employees of the school district who have been designated by the school board to receive that information for the purpose of providing treatment programs for pupils enrolled in the school district.

III. LAW ENFORCEMENT AGENCY RESPONSIBILITIES

The Hudson Police Department shall:

1. Develop appropriate internal written policies to ensure that confidential education record information is disseminated only to appropriate personnel.
2. When requesting pupil records from the District in connection with an emergency, provide a statement of emergency need for records to protect the health and safety of any individual in writing, as determined in good faith by the Law Enforcement Agency as soon as practicable.
3. Provide to the school district administrator or designee, at the request of the school district administrator or designee and subject to official agency policy, any information in its records relating to the following: (a) the use, possession or distribution of alcohol or a controlled substance or controlled substance analog by a juvenile enrolled in the District; (b) the illegal possession by a juvenile of a dangerous weapon (as defined by Wis. Stat. § 939.22(10)); (c) an act for which a juvenile enrolled in the District was taken into custody under Wis. Stat. § 938.19, based on a law enforcement officer's belief that the juvenile was committing or had committed an act that is a violation of any state or federal criminal law; and (d) an act for which a juvenile enrolled in the District was judged delinquent. The records obtained by the District hereunder may not be used by the District as the sole basis for expelling or suspending a pupil or as the sole basis for taking any other disciplinary action against a pupil, but may be used as the sole basis for taking action against a pupil under the District's co-curricular code.
4. Whenever practicable and wherever consistent with Law Enforcement Agency investigatory necessity, obtain student or parental authorization for release of any records from the District in instances not otherwise covered in this Agreement.

IV. DISCLOSURE OF RECORDS

1. The parties agree that, in the event that the District makes any disclosure of pupil records pursuant to this Agreement, such a disclosure will be treated in accordance with Wis. Stats. §§ 118.125 and 938.396, including, but not limited to, the following criteria:

- a. The disclosure of records is made pursuant to this Interagency Agreement.
 - b. The disclosure of records is (1) in connection with an emergency when knowledge of the information disclosed is necessary to protect the health and safety of an individual; (2) necessary to effectively serve the pupil in the juvenile justice system, including to provide services to the pupil before adjudication; and/or (3) relate to an ongoing investigation or pending delinquency petition.
 - c. All records received will not be disclosed (re-disclosed) to any other person, except as authorized by law.
2. This Agreement shall not apply to, nor interfere with, the District's disclosure of directory data/information to the Law Enforcement Agency in accordance with state and federal pupil records laws.

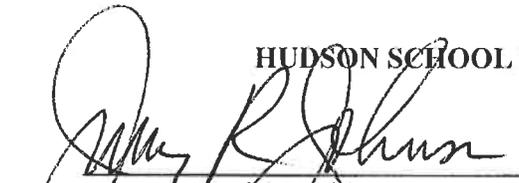
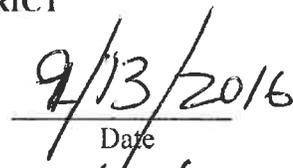
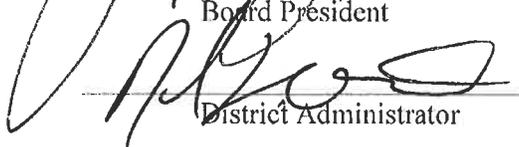
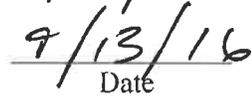
V. TERMS OF AGREEMENT

This Agreement shall be effective as of the date this Agreement is signed by the parties. The Agreement shall remain in effect until such time as any party provides thirty (30) calendar days' advance written notice of its intent to amend or terminate this Agreement. This Agreement shall be interpreted and defined in accordance with Wisconsin law.

VI. MODIFICATION OF AGREEMENT

Modification of this Agreement shall be made only by the consent of all parties. Such shall be made with the same formalities as were followed in the adoption of this Agreement and shall include a written document setting forth the modifications, signed by all parties.

IN WITNESS HEREOF, this Agreement has been executed on the date as specified and the persons so executing this Agreement represent by their signatures that they have full authority to do so.

HUDSON SCHOOL DISTRICT	
 _____ Board President	 _____ Date
 _____ District Administrator	 _____ Date

HUDSON POLICE DEPARTMENT

Mayor

Date

Police Chief

Date

**CITY OF HUDSON
COUNCIL/COMMITTEE ISSUES**

SUBMITTED TO: Finance Committee/Common Council

DATE: October 24, 2016

SUBMITTED BY: Brenda Malinowski

REGARDING: Accept Grant from Wisconsin DNR

ISSUE:

The Fire department 2017 General Fund proposed budget contains the purchase of a brush truck. The department is proposing to fund the brush truck as follows:

Description	Funding Sources	Amount
Brush Truck	2017 GF Fire Capital Budget	\$32,000
	Sale of an existing truck	20,000
Skid unit for brush truck	2016 GF Fire Capital Budget	7,050
	Grant Funds	7,050
	Total	\$66,100

The Fire Department has solicited and been awarded a Forest Fire Protection Grant from the Wisconsin DNR to purchase a skid unit. The amount of this grant is \$14,100 (DNR- \$7,050 and City- \$7,050). There is \$7,050 remaining in the 2016 General Fund Fire Capital Budget for this match requirement.

Normally a skid unit would be purchased after the brush truck but the department was successful in securing the grant in 2016 so it is proposed to purchase the skid unit in 2016 and the brush truck in 2017. Scott has presented this purchase scenario to the Fire Commission, and the Commission has approved this purchase scenario.

STAFF RECOMMENDATION:

Accept the Forest Fire Protection Grant from the Wisconsin DNR and authorize the City Administrator to execute the grant agreement.

memo

Hudson Fire Department

To: Brenda Malinowski
From: Scott St. Martin
CC:
Date: 10/20/2016
Re: DNR Grant

Comments: I am sorry I am unable to attend this evenings meeting. I am out of town for the state fire inspectors conference, but I am happy to announce the City of Hudson, Fire Department, has received a matching grant to purchase a skid unit for a new brush vehicle that will be purchased in 2017.

Thank you for Firefighter Tom Barthman's assistance in writing the grant.

Please feel free to contact me with any questions.

A. GENERAL CONDITIONS

1. **PERFORMANCE.** The State of Wisconsin Department of Natural Resources (hereafter DEPARTMENT) and the GRANTEE mutually agree to perform this agreement in accordance with the Forest Fire Protection (FFP) Grant Program and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances attached hereto and made a part hereof.
2. **INDEPENDENT CONTRACTOR.** The GRANTEE is an independent contractor for all purposes, not an employee or agent of the DEPARTMENT.
3. **ENTIRE GRANT AGREEMENT.** FFP Grant Agreement (Form 4300-119A), together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are hereby superseded.
4. **GRANT AGREEMENT AMENDMENTS.** Any cost adjustments must be made by a formal amendment to this agreement, signed by both parties, prior to the expenditure of funds or the termination date of the agreement. Adjustments for time of performance or scope of work may be granted to the GRANTEE by the DEPARTMENT without the requirements of GRANTEE's signature.
5. **SUSPENSION OF OBLIGATIONS.** Failure by the GRANTEE to comply with the terms of this agreement shall not cause the suspension of all obligations of the DEPARTMENT hereunder if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the GRANTEE. In such cases, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the DEPARTMENT's discretion.
6. **GENERAL LIABILITY.** It is mutually agreed that the Department and the grant recipient will be prepared to answer and defend only that responsibility and resultant legal liability, involving personal injury or property damage, which is based upon or arises from their respective negligent acts or omissions which may occur in connection with this agreement.
7. **WISCONSIN STATE SINGLE AUDIT GUIDELINES.** Responsible Units shall comply with annual Single Audit requirement in accordance with *2 CFR Part 200 Uniform -- Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards* (also known as "Uniform Guidance") and *WI State Single Audit Guidelines* found at <http://www.doa.state.wi.us/Divisions/Budget-and-Finance/Financial-Reporting/state-controllers-office/state-single-audit-guidelines> issued by Wisconsin Department of Administration, State Controller's Office.
8. **The GRANTEE agrees:**
 - a. **OFFER ACCEPTANCE.** To notify the DEPARTMENT, in writing, of acceptance of this offer by delivering to the FFP Grant Manager one original agreement duly signed by the authorized representative. Once signed, the agreement is binding.
 - b. **DECLINING OFFER.** To notify the DEPARTMENT, in writing, of its decision to decline this offer of financial assistance at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be terminated, modified, or amended only by mutual agreement of both parties in writing.
 - c. **EXECUTION OF AGREEMENT.** To execute the project described in the grant agreement in accordance with this agreement in consideration of the promises made by the DEPARTMENT herein.
 - d. **APPLICABLE LAW.** To comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes in fulfilling the terms of this agreement.
 - e. **BIDDING.** To comply with all applicable local and state contract and bidding requirements. The GRANTEE should consult its legal counsel with questions concerning contracts and bidding. The GRANTEE may obtain the following document from the DEPARTMENT website <http://dnr.wi.gov/aid/forestfireprotection.html> or by calling the grant manager associated with this grant agreement: Procurement Guide for Local Governments Receiving DNR Grants.
 - f. **ACCOUNTING AND FISCAL RECORDS; RECORDS RETENTION; ACCESS.** To comply with the FFP Grant Procedures, a copy of which the GRANTEE may obtain from the DEPARTMENT website <http://dnr.wi.gov/aid/forestfireprotection.html> or by calling the grant manager associated with this grant agreement. Accounting and fiscal records shall be maintained to reflect the receipt and expenditure of all funds used for this project. If an advance is provided, all grant funds shall be credited promptly upon receipt in a separate account. These funds shall be expended only for project costs. Accounts, documents, and records related to this project shall be retained by the GRANTEE for a period of three (3) years following the end of this agreement. The GRANTEE agrees to allow the DEPARTMENT access to these records upon request.

- g. **REPAYMENT; TERMINATION.** To reimburse the DEPARTMENT any and all funds the DEPARTMENT deems appropriate in the event the GRANTEE fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description, or this agreement. In addition, should the GRANTEE fail to comply with the conditions of this agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment. Upon notification of grant termination, any grant advance or payment not substantiated by documentation shall be immediately returned to the DEPARTMENT by the GRANTEE.
- h. **NON-DISCRIMINATION.** In connection with the performance of work under this agreement, the GRANTEE agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The GRANTEE further agrees to take affirmative action to ensure equal employment opportunities. The GRANTEE agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DEPARTMENT setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the termination of this agreement or withholding of payment.

9. **The DEPARTMENT agrees:**

- a. **GRANT ENCUMBRANCE AND PAYMENT.** In consideration of the covenants and agreements made by the GRANTEE herein, to obligate for the GRANTEE the amount listed as the Total FFP Grant Funding as specified on FFP Grant Agreement (Form 4300-119A) and to tender to the GRANTEE that portion of the obligation which is required to pay the DEPARTMENT's share of the costs based upon the state providing fifty percent (50%) of the eligible project costs not to exceed a maximum of the Total FFP Grant Funding as specified on FFP Grant Agreement (Form 4300-119A).
- b. **TERMINATION.** Pursuant to section 8(g), reserves its right to terminate this agreement for failure by the GRANTEE to comply with any provision of this agreement.

B. SPECIAL CONDITIONS

- 1. The GRANTEE agrees to sign and return the grant agreement within 30 days of receipt of this agreement or by the date indicated in the transmittal letter. Failure to return the agreement may result in withdrawal of the Department's offer of grant funding.
- 2. The GRANTEE agrees it will not be eligible for funding during the next FFP grant cycle if the GRANTEE fails to complete this project.
- 3. The GRANTEE agrees and certifies that the sum of the total project cost is available for the proposed project, and it shall provide evidence of such availability to the DEPARTMENT upon request.
- 4. The GRANTEE also agrees that funds used to match this grant are not from another federal or state financial assistance program.
- 5. The GRANTEE agrees that in the purchase of equipment and services it shall comply with the following minimum criteria:
 - a. All items of less than \$5,000.00 value will be purchased only after receiving at least three written informal quotations.
 - b. Items or projects equal to or exceeding \$5,000.00 in value will be competitively, publicly bid and awarded to the responsible low bidder for goods or services.
 - c. All radio equipment will be WISCOM compatible (appropriate dual trunking capability) and meet federal P25 and narrowband requirements.
 - d. All fire equipment purchased must meet the state, federal and National Fire Protection Association (NFPA) 1977 Standard (1998 Edition).
- 6. The GRANTEE agrees to maintain an inventory record of all property items with a useful life of two years or more and a value of \$5,000.00 or more, and not to alter, sell, trade, or dispose of such property without written approval of the DEPARTMENT.
- 7. The GRANTEE agrees that should equipment purchased pursuant to this agreement be destroyed while engaged in the suppression of a fire, or be lost or destroyed in any other manner, the DEPARTMENT's share of its cost shall be reimbursed to the DEPARTMENT from the proceeds of the insurance payment for the loss unless the equipment is replaced and used in accordance with this agreement.
- 8. The GRANTEE agrees that breach of this grant agreement or sale, transfer or misuse of equipment purchased pursuant to it shall render the GRANTEE liable to the DEPARTMENT in the amount of the state's share of its cost. Upon any such breach or misuse, transfer or sale, the GRANTEE agrees to return the DEPARTMENT's share of funding within 30 days when demanded in writing.

9. The GRANTEE agrees that the project shall be completed and a final payment request be submitted to the DNR no later than the project end date indicated on FFP Grant Agreement (Form 4300-119A), unless stated otherwise by an amendment to this project agreement. The final payment request will consist of a complete, signed and dated Reimbursement Request-Form 4300-120, proof of purchase, and proof of payment (if requested) for each eligible expense(s) incurred during the project period.
10. The DEPARTMENT agrees to pay its share of funding within a reasonable processing time, upon presentation by the GRANTEE of proof of purchase, proof of payment, certification of receipt of the goods and services and other financial documents requested by the DEPARTMENT and its determination that applicable statutes, administrative rules and this grant agreement have been complied with.

C. CONDITIONS APPLICABLE TO RECIPIENTS OF FEDERAL FUNDS

1. Federal authorization is made under Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended; Food, Agriculture, Conservation and Trade Act of 1990, as amended, Public Law 101-624.
2. The GRANTEE shall provide proper facilities to the United States Department of Agriculture (USDA), their agents, or any of their duly authorized representatives in order to access and inspect books, records, documents, and other evidence for the purpose of inspection, audit, and copying.
3. The GRANTEE agrees, as a recipient of federal financial assistance, to post this statement in its office: "This institution is an equal opportunity provider."
4. To the extent practicable, any equipment and products purchased by the GRANTEE with federal funds from the FFP Grant will be American-made.
5. The GRANTEE must have a Data Universal Numbering System (DUNS) number as required for all federal grant subrecipients. The DUNS number is a unique nine-character identification number available free of charge from Dun & Bradstreet, Inc.
6. The GRANTEE must maintain annual registration in the CCR database: www.ccr.gov
7. The federal funds for this project are part of a Volunteer Fire Assistance Core Funding and/or a State Fire Assistance Core Funding grant(s) awarded to Department of Natural Resources and administered by the US Department of Agriculture Forest Service. As a subrecipient of these federal funds, the GRANTEE agrees to comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards (also referred to as "Uniform Guidance"). The GRANTEE agrees to have an audit in accordance with Uniform Guidance if they expend \$750,000 or more in federal awards during the fiscal year.
8. The GRANTEE agrees and certifies that it, and any of its principals, are not presently or within the preceding three-year period excluded, debarred, suspended; are not criminally or civilly charged for commission of fraud or a criminal offense in connection with embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property under a federal or state contract, grant, or cooperative agreement according to 7 CFR Part 3017 and 2 CFR 180-Debarment and Suspension. The GRANTEE will immediately contact the DEPARTMENT if it, or any of its principals, no longer meet this certification.

NOTICE: Collection of this information is authorized under s. 26.145, Wis. Stats., and chapter NR 47, subchapters I and VIII, Wis. Admin. Code. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law (ss. 19.31-19.39, Wis. Stats.).

Grantee Hudson Fire Dept	Grant Number FFP-17SF-078
Period of Grant Agreement October 1, 2016 – April 15, 2017	Program Name Forest Fire Protection Grant Program
Funding Source(s) State Forestry Mill Tax, State ID #370.545, U.S. Department of Agriculture//Forest Service/Cooperative Forestry Assistance Grant, CFDA #10.664	

GRANT PROJECT DETAIL BY CATEGORY	
Personal Protective Equipment (PPE):	
Training:	
Prevention:	
Tools/Equipment:	\$14,100.00
Communication Equipment:	
Dry Hydrant Installation:	
Mapping:	
Off-Road Vehicles: <i>(partially funded this grant cycle)</i>	
Project Total	\$14,100.00
x Grant Share	x 50%
TOTAL FFP GRANT FUNDING Not to exceed \$10,000 for fire departments or \$25,000 for county/area associations of fire departments	\$7,050.00
Ineligible Items: TOTAL PROJECT COST EXCEEDING \$20,000	
Miscategorizations:	
Other Application Changes: NOTE: OFF-ROAD ONLY PARTIALLY FUNDED THIS YEAR	

Grantee: Hudson Fire Dept
Grant #: FFP-17SF-078
Grant Amount: \$7,050.00

The following documents are hereby incorporated into and made part of this agreement:

- 309. Chapter NR 47, subchapters I and VIII, Wis. Adm. Code
- 310. s. 26.145, Wisconsin Statutes
- 311. DNR Forest Fire Protection Grant Application (Form 4300-119)
- 312. DNR Forest Fire Protection Grant Terms and Conditions (Form 4300-119B) and attachments

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
For the Secretary
By

Date: September 30, 2016

Jennifer Feyerherm FOR

Mary Rose Teves, Director
Bureau of Community Financial Assistance

ACCEPTANCE

The person(s) signing for the Grantee has read and understands the FFP Terms and Conditions (Form 4300-119B), and represents both personally and as an agent of her/his principal that s/he is authorized to execute this agreement and bind her/his principal, either by a duly adopted resolution or otherwise.

Grantee: **Hudson Fire Dept**

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Please submit to the FFP Grant Manager:

Mail: Department of Natural Resources – CF/2
P.O. Box 7921
Madison, WI 53707-7921
Fax: (608) 267-0496
Email: DNRFFPGrantProgram@wisconsin.gov

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

Common Council – October 24, 2016

Submitted to: **Common Council**

Date: **October 19, 2016**

Submitted by: **Dennis Darnold, CDD**

Regarding: **Carmichael Road corridor study (Funding for 2017)**

ISSUE: The public works committee requested to have the matter of conducting a study of the Carmichael Road (minor arterial roadway) corridor reviewed to address short and long term safety and mobility issues. Initially the discussion was focused on the area north of I-94 from Coulee Road to the corporate limits at the Hudson Prairie Elementary / Middle School complex (1.67 miles). Additional discussion included whether to also study the area south of I-94 from Crest View Drive to the south end of the River Crest Elementary School property (1.9 miles). I was asked how much a corridor study may cost. I previously opined that the estimate for this type of study would be approximately \$20,000 for the area north of I-94 and approximately \$40,000 for both north and south sides of I-94. I am discussing the cost to conduct the corridor with a traffic engineer to confirm if that estimate is sufficient. I will have that information available for you on Monday (10-24-16) for the Finance / Common Council meeting.

Elements of a corridor study may include:

- public involvement
- identify and evaluate transportation systems and facilities
- development trends and future demand
- land use planning and environmental impacts
- mobility and safety considerations
- roadway design alternatives including pedestrian / bicycle pathways and right of way requirements
- recommendations / implementation

Funds may be available from the FY2016 contingency fund of which \$64,750 is available; or it may be included in the FY2017 year budget.

STAFF RECOMMENDATION:

COMMITTEE RECOMMENDATION: