



**Agenda**  
**Regular Council Meeting**  
**Monday, January 4, 2021 @ 7:00 PM**  
**Council Chambers**

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	Page
1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE	
2. CLERKS ROLL CALL	
3. PRESENTATIONS	
a. Thank Your Mentor Proclamation	3
<a href="#">Thank Your Mentor Proclamation</a>	
4. PUBLIC HEARINGS	
5. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT	
<p>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 limits may be made at the discretion of the Mayor. As presiding officer, the Mayor, may allow public comment on agenda items during discussion by the Common Council following a motion and a second being made on said agenda item. The Mayor may place time limits on individual comments as he or she deems necessary.</p>	
6. DISCUSSION AND POSSIBLE ACTION ON CONSENT AGENDA ITEMS	
<p>All items listed under the consent agenda will be approved as one motion. There will be no separate discussion of these items. If further discussion is desired by the council members or by the public, the item may be removed from the consent agenda and considered separately.</p>	
a. Approve the claims in the amount of \$977,102.45	4
<a href="#">1-4-2020 Council Claims report</a>	
b. Approve Operator's Licenses as listed on the list sheet	5
<a href="#">Operator License applications 2021 0104</a>	
c. Approve a Secondhand Article Dealer's Licenses for EcoATM, LLC at 2222 Crestview Drive	6
<a href="#">Secondhand Jewelry Dealer 2021 0104</a>	
d. Approve Library Occupancy Agreement as presented	7 - 31
<a href="#">Library Occupancy Agreement 1.4.21</a>	
7. UNFINISHED BUSINESS	
a. Review draft of information and provide further direction on how to implement the Safer Hudson Initiative.	32 - 37
<a href="#">Safer Hudson Initiative 1.4.21</a>	
8. NEW BUSINESS	
a. Discussion and possible action on a Home Occupation License for 725 8th Street to operate a Hair Salon -- Lorie Shutte	38 - 48
<a href="#">725 8th Street Home Occupation License</a>	

- b. Discussion and possible action of reinstating Ordinance 19-20 declaring public safety state of emergency and implementing restrictions 49 - 51  
[Emergency Order Review 1.4.21](#)

9. COMMUNICATIONS AND RECOMMENDATIONS OF THE MAYOR

10. COMMUNICATIONS AND ITEMS FOR FUTURE AGENDAS

- a. City Attorney and/or City Staff

11. ADJOURNMENT

Rich O'Connor, Mayor

Posted in City Hall lobbies, Hudson Area Public Library lobby and emailed to Hudson Star Observer

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

## *Proclamation*

**WHEREAS**, Every Child Deserves to Achieve Their Full Potential in Life; and

**WHEREAS**, One-to-one Mentoring Relationships Through Big Brothers Big Sisters of Northwestern Wisconsin ignites the power and promise of youth; and

**WHEREAS**, Children with a Mentor Set Higher Goals for Themselves; and

**WHEREAS**, Children with a Mentor are Less Likely to Use Drugs and Alcohol and

**WHEREAS**, Children with a Mentor are More Likely to Reach Higher Levels of Education; and

**WHEREAS**, Each Year, Hundreds of Caring Adults Volunteer Their Time to Better the Lives of Children in our Community as Mentors; and

**WHEREAS**, 2021 Marks the 20<sup>TH</sup> Year Celebrating January as National Mentoring Month; and

**NOW, THEREFORE, I**, Rich O'Connor, Mayor of the City of Hudson, do hereby proclaim January 29th, 2021 as

### **Big Brothers Big Sisters 'Thank Your Mentor' Day**

and urge everyone in Hudson to thank their mentors and those who made a positive impact on them while growing up.

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Rich O'Connor, Mayor  
Hudson, Wisconsin

Dated,

xxxxxx

COUNCIL CLAIMS - January 4, 2021

Fund		A/P Amounts	P/R Amounts	Totals
100	General	631,591.12	269,224.71	900,815.83
310	Debt Services	1,115.10		1,115.10
415	Tid 1-5	2,000.00		2,000.00
416	Tid 1-6	5,073.83		5,073.83
450	Capital Projects	25,503.06		25,503.06
451	2017 & 2018 Cap Projects	28,666.97		28,666.97
452	2019 & 2020 Cap Projects	1,205.50		1,205.50
620	Parking	5,018.16	4,018.42	9,036.58
630	Ambulance	828.96		828.96
640	Storm Sewer	806.79	2,049.83	2,856.62
	<b>Totals</b>	<b>\$701,809.49</b>	<b>\$ 275,292.96</b>	<b>\$ 977,102.45</b>



SUBMITTED TO: Finance/Common Council  
DATE: January 4, 2021  
SUBMITTED BY: Karen Duchow, Deputy Clerk  
REGARDING: Application(s) for Operator Licenses

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**ISSUE:**

Applications for Operator Licenses are on file in the City Clerk's office and are available for inspection upon request. If approved by Council, the licenses will be issued contingent upon successful completion of a background check and payment of any outstanding debt owed to the City.

**STAFF RECOMMENDATION:**

Approve the issuance for 6 Regular Operator Licenses for the period of January 5, 2021 to June 30, 2022 to:

Samuel Humphrey  
Mariana Nord  
Douglas Isackson  
John Maillette  
Daniel Smythe  
Adam Valentine



SUBMITTED TO: Finance/Common Council  
DATE: January 4, 2021  
SUBMITTED BY: Karen Duchow, Deputy Clerk  
REGARDING: Application for Secondhand Article Dealer

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**ISSUE:**

Applications for Secondhand Article Dealers are on file at the City Clerk's office and are available for inspection upon request. If approved by Council, the license will be issued contingent upon successful completion of a background check and payment of any outstanding debt owed to the City.

**STAFF RECOMMENDATION:**

Approve the issuance of a Secondhand Article Dealer for EcoATM, LLC at 2222 Crestview Dr (inside Walmart 1365) for the period of January 5, 2021 to December 31, 2021



SUBMITTED TO: Mayor and Common Council

DATE: January 4, 2021

SUBMITTED BY: Aaron S. Reeves, City Administrator <sup>AR</sup>

REGARDING: Library Occupancy Agreement Extension

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**BACKGROUND:**

The current Occupancy Agreement with the Library expired at the end of 2020. Staff has been discussing the details of an extension for a number of months with the Library and it was ultimately determined that to provide for further review and discussion and possible input by a new Library Director a one-year extension made the most sense at this time. Attached is the proposed new Occupancy Agreement with a one-year term. The Library Board has approved the agreement. I have also attached our current Agreement and Amendments as FYI.

**STAFF RECOMMENDATION:**

A motion to approve the Library Occupancy Agreement as presented.

## **OCCUPANCY AGREEMENT**

Occupancy Agreement (hereinafter "Agreement"), commencing January 1, 2021, between the CITY OF HUDSON, hereinafter referred to as "CITY", a Wisconsin municipal corporation and the HUDSON AREA JOINT LIBRARY, established pursuant to Wisconsin Statutes, including Sec. 43.52, 43.43, 43.54, 43.64 and Sec. 66.0301, hereinafter referred to as "LIBRARY" or "HAJL".

In consideration of the mutual covenants contained herein, the parties agree as follows:

### **RECITALS**

WHEREAS the Hudson Area Joint Library occupies space in the City's building located at 700 First Street for the purpose of operating a Joint Library;

WHEREAS this Agreement is intended to allow the LIBRARY to continue occupying this space in the City's building under the terms provided for herein;

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

#### **1. DESCRIPTION OF PREMISES**

The CITY allows the LIBRARY to operate the HAJL under the terms and conditions stated in this Agreement, occupying approximately 20,000 square feet of the building located at 700 First Street, in the City of Hudson, St. Croix County, Wisconsin, as follows:

- A. The lobby area, with the understanding that the Hudson Police Department will have its public access point on the northerly end of the lobby area and that the LIBRARY and police department will have a common public access.
- B. The southeast wing of the first floor
- C. The entire second floor
- D. The adjoining parking lot is intended to be used primarily by the LIBRARY and Police Department, and only secondarily as general public parking.

**2. TERM OF OCCUPANCY AGREEMENT**

The term of this Agreement shall be for one (1) year, commencing January 1, 2021. The Agreement may be renewable for a to be determined term starting January 1, 2022.

**3. ANNUAL OCCUPANCY RATE**

a. The annual occupancy rate shall be based on the Library's proportionate share of operating costs attributable to the space it occupies for the HAJL. The annual occupancy rate for 2021 shall be \$143,000 paid to the CITY on a monthly basis. For successive years after the first year, the occupancy rate shall be adjusted annually based on the Consumer Price Index increase published in the Bureau of Labor Statistics Consumer Price Index, All Urban Consumers - Minneapolis - St. Paul, Minnesota, All Items (hereinafter "CPI") as published in August for the closest preceding six month period using a minimum of one percent (1%) increase and a maximum of five percent (5%) increase.

c. The City Finance Director shall be authorized to annually encumber LIBRARY funds in an amount equal to the annual occupancy payment required under this Agreement. The City Finance Director shall also be authorized to transfer the monthly occupancy payment from the LIBRARY accounts to the CITY accounts on or about the first day of each month.

**4. USE OF PREMISES**

The premises are to be used by the LIBRARY only for the operation of the Hudson Area Joint Library pursuant to the Amended and Restated Hudson Area Joint Library Agreement dated September 4, 2008, and including any amendments thereto, and such activities that are related to or support the operation of the Hudson Area Joint Library. The premises shall be not be used for any other purpose without the written consent of the CITY.

## **5. RESTRICTIONS ON USE**

The LIBRARY shall not use the premises in any manner that will materially increase risk covered by the insurance on the premises and result in an increase in the rate of insurance or the cancellation of any insurance policy. The LIBRARY shall comply with all present and future laws, statutes, restrictions, ordinances, orders, regulations, directions, rules, and requirements of all governmental authorities (collectively “applicable laws”), pertaining to the use and/or occupancy of the Premises. The Library understands that the Common Council has the statutory authority to adopt lawful ordinances which the Library is obligated to comply with.

The LIBRARY shall not commit any waste or any public or private nuisance or any other act or thing which might or would disturb the quiet enjoyment of any other entity occupying 700 First Street, or any occupant of nearby property. LIBRARY shall not place or permit to be placed any loads upon the floors, walls, or ceilings in excess of the maximum designed load or which might damage the Premises or the Building, or place or permit to be placed any harmful liquids in the drainage systems, and LIBRARY shall not dump or store, or permit to be dumped or stored, any inventory, waste materials, refuse or other materials or allow any such materials to remain outside the Building except in designated enclosed trash areas.

The CITY shall not place or permit to be placed any harmful liquids in the drainage systems. The CITY shall not perform any major mechanical work on police department vehicles on the premises. Work on police vehicles on the premises shall be limited to adding fluids when needed to operate the vehicle, work on police equipment installed in the vehicle, and other similar type of work that does not create noise or nuisance conditions that would unreasonably disturb the LIBRARY’S use of its portion of the building for library purposes.

The adjoining parking lot shall have six (6) spaces designated for police use only.

**6. ENVIRONMENTAL**

The parties hereby covenant and agree to indemnify and hold harmless each other and their successors, legal representatives and assigns from and against all claims, damages, liabilities, losses, judgments, settlements and costs (including, without limitation, reasonable attorney's fees and disbursements) in connection with environmental conditions arising out of or resulting from (a) the use or occupancy of the premises by the parties under this Agreement, or any portion thereof, during the Term of this Agreement; and (b) violations of the parties during the term of this Agreement of local, state and/or federal laws and regulations, including all applicable environmental laws and regulations as well as any liabilities resulting from the practices of the parties at the premises during the term of the lease.

**7. UTILITIES AND JANITORIAL SERVICES**

The CITY shall provide the premises occupied by the LIBRARY with electricity, heat and air conditioning, and municipal water and wastewater services. Janitorial services for the facility shall be provided by the CITY on a schedule mutually agreed by the parties, and sufficient to maintain LIBRARY spaces in a clean and attractive condition for public and employee use. The CITY shall provide trash receptacles for ordinary solid waste consistent with service currently provided. In the event the LIBRARY needs extraordinary solid waste removal services, the LIBRARY shall be responsible for the cost and implementation of such services.

**8. MAINTENANCE AND REPAIRS**

Except as provided herein, at its sole expense, the LIBRARY shall maintain and keep the interior of the premises in good repair, free of refuse and rubbish, and shall return the same at the expiration or termination of this Agreement in the same condition as received by the LIBRARY, excepting ordinary wear and tear, damage or destruction by fire, flood, storm or other unavoidable cause. The LIBRARY will promptly replace and repair all breakage, defacements and damages caused by it, or by acts and negligence of its agents, employees, or customers. The LIBRARY shall pay the cost of any

addition or modifications to the electrical, telephone phone, HVAC, or computer systems to service the LIBRARY's intended use of the premises.

## **9. ALTERATIONS AND INSTALLATIONS**

The CITY will cooperate with the LIBRARY in relation to proposed structural building alterations and/or installation of structures and/or equipment that may be installed by the LIBRARY. The LIBRARY will be responsible for the installation of an elevator and restrooms, as required by City and State building codes. The LIBRARY shall also be responsible for any renovations related to structural support and weight bearing requirements for the placement of library racks, books, and other materials as required by City and State building codes.

Subject to the approval by the CITY, LIBRARY, at its sole cost and expense, shall be permitted to alter the building as described above and as otherwise necessary for library purposes, provided that such alterations do not interfere with the Hudson Police Department's use of the building. All designs, plans, specifications, and contracts for alterations, improvements, installations, and renovations are subject to approval by the City which shall not be unreasonably withheld or delayed before commencement of any work on the building. The City shall make best efforts to respond to the LIBRARY within 15 business days of the CITY's receipt of proposed plans or contracts.

## **10. BUILDING MAINTENANCE AND REPAIR**

The CITY agrees to make all necessary repairs and maintenance to exterior walls, roof, skylights, doors, windows, foundations, gutters, downspouts, landscaping, parking lot, sidewalks, HVAC, and plumbing systems to keep the building in a safe, clean condition for public use.

## **11. INSURANCE**

- a. The LIBRARY, at the LIBRARY's sole cost and expense, shall maintain and keep in effect the following insurance coverages throughout the term:
  1. Commercial general public liability insurance against loss for personal injury, death, and property damage, in or about the premises on an occurrence basis

and with limits not less than Three Million Dollars (\$3,000,000.00) per occurrence;

2. Workers' compensation insurance, in at least the statutory required amount and employer's liability (with umbrella liability, if necessary) but, in all events, with limits not less than One Million Dollars (\$1,000,000.00) each accident/disease – policy limit/disease – each employee; and
3. Property insurance upon the LIBRARY's personal property, fixtures and other improvements made by the LIBRARY at one hundred percent (100%) of full insurable value, written on full replacement cost basis.

In no event shall such insurance be less than those listed above. The CITY reserves the right to demand of the LIBRARY that the amounts of coverages set forth above be increased at a frequency of not less than every five years during the term of this lease to amounts determined in accordance with the recommendation of the CITY's insurer.

- b. General Requirements – All insurance coverage hereunder shall be provided by reputable and solvent insurance companies, duly licensed to conduct business in the State of Wisconsin. All required coverage shall be obtained and paid for by the LIBRARY. The LIBRARY shall furnish the CITY with certificates, which indicate it is covered by the required insurance showing the insured, type, amount, class of operations and/or property covered, effective dates, additional insureds, and date of expiration of policies. Failure to demand certificates evidencing insurance coverage required hereunder shall not be construed as a waiver of either party's obligations to maintain the insurance required hereunder. Each policy (except worker's compensation) shall name the CITY as an additional insured or loss payee as its interests may appear, on a primary and non-contributory basis. If the LIBRARY fails to obtain the insurance coverage or fails to provide certificates as required by this Agreement, the CITY may, at its option and following thirty (30) days written notice to the LIBRARY regarding such failure, obtain such insurance.

In such event, the LIBRARY shall pay the CITY the reasonable cost thereof together with a 10% surcharge.

## **12. ACCESS BY CITY**

Upon reasonable notice, except in emergencies where no such notice shall be required, CITY's representatives shall have the right to enter the Premises to inspect the same, and to perform such work as may be permitted or required hereunder, to make repairs or alterations, to deal with emergencies, to post such notices as may be permitted or required by law to prevent the perfection of liens against CITY's interest in the Premises.

## **13. INDEMNIFICATION**

The LIBRARY shall, to the fullest extent permitted by law, but subject to all limitations of liability and defenses available to the LIBRARY, defend and protect, defend, indemnify and hold harmless the CITY, and each of the CITY's agents (including all elected officials and public servants) and permitted successors and assigns from and against any and all losses, costs, damages, injuries, liabilities, claims, demands, penalties, interest and causes of action, including reasonable attorneys', consultants' and experts' fees and court costs (collectively, the "Damages"), directly or indirectly arising out of, resulting from or related to claims of whatever kind for injury to persons or property, resulting from, or in connection with, the LIBRARY's operations at the Premises.

The CITY shall, to the fullest extent permitted by law, but subject to all defenses and limitations of liability available to the CITY protect, defend, indemnify and hold harmless the LIBRARY, and each of the LIBRARY's agents, and permitted successors and assigns against Damages, directly or indirectly arising out of, resulting from or related to claims of whatever kind for injury to persons or property, resulting from, or in connection with, its ownership or operation of the premises prior to the commencement date and after any termination Date.

## **14. DISCHARGE OF LIENS**

The LIBRARY shall promptly pay all its contractors and materialmen providing materials or labor to the Premises. Should any lien be filed against the Premises or CITY as a result of LIBRARY's act or forbearance, LIBRARY shall promptly furnish CITY financial security in an amount sufficient to protect CITY from loss or make provisions for discharge of the lien within thirty (30) days after written request by CITY.

#### **15. DEFAULT RIGHTS AND REMEDIES**

If the LIBRARY fails to make its occupancy payments as required herein, or payments for any installations, alterations, or renovations within thirty (30) days after such obligation was due; or if the LIBRARY fails to perform any of the other covenants, conditions and agreements contained in this Agreement, and such failure continues for thirty (30) days after written notice thereof is given by the CITY to the LIBRARY, or if such failure is incapable of being cured within such thirty (30) day period, then for such additional time as may reasonably be necessary; then the CITY shall have the right to: a) terminate this Agreement; b) require the LIBRARY to vacate the Premises; and c) retake possession of the premises. Notwithstanding any such eviction, the LIBRARY shall continue to be liable for any occupancy or other payments owed for the remainder of the term, including the payment of operational costs, costs of any installations, alterations, or renovations owing to the appropriate party or parties.

#### **16. ASSIGNMENT AND SUBLEASE**

This Agreement shall be binding upon, and inure to the benefits of, CITY and LIBRARY, and their respective permitted successors and assigns. This Agreement shall not be assignable by the LIBRARY. The LIBRARY shall not allow any other entity to occupy the premises at any time during the term of the lease.

#### **17. NOTICES**

Any notice or other communication provided for in this Agreement shall be given by certified mail, return receipt requested, as follows:

CITY: City Administrator, City of Hudson, 505 Third Street, Hudson, WI 54016

LIBRARY: Library Director, Hudson Area Joint Library, 700 First Street, Hudson WI 54016.

**18. PARTIAL INVALIDITY**

The provisions of this Agreement shall be severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions.

**19. SUCCESSORS AND ASSIGNS**

The terms, covenants and conditions hereof shall be binding upon and inure to the successors in interest and assigns of the parties hereto.

**20. GOVERNING LAW**

This Agreement or any provision hereof shall be construed according to the laws of the State of Wisconsin.

**21. CONDITION.**

This Agreement is binding upon the parties as of the date of signature.

**IN WITNESS WHEREOF**, the parties have caused this lease to be executed on the effective date.

CITY OF HUDSON

HUDSON AREA JOINT LIBRARY

\_\_\_\_\_  
Rich O'Connor, Mayor                      Date

\_\_\_\_\_  
Paul Berning, Board President Date

ATTEST:

ATTEST:

\_\_\_\_\_  
Becky Eggen, Clerk                      Date

\_\_\_\_\_  
Date

**ORIGINAL**

**MEMORANDUM OF UNDERSTANDING REGARDING HUDSON  
AREA JOINT LIBRARY OCCUPANCY OF CITY BUILDING AT 700  
FIRST STREET**

WHEREAS, in December 2009, the City of Hudson and the Hudson Area Joint Library (HAJL), entered into an agreement titled Lease and Option to Purchase Agreement, pursuant to which the HAJL occupies space for the purpose of operating the HAJL in the building located at 700 First Street, which building is owned by the City of Hudson;

WHEREAS, although that Agreement is titled a Lease and Option to Purchase, that title does not accurately reflect the nature of the Agreement and the payments the HAJL makes under that Agreement to occupy the building;

NOW THEREFORE, the City of Hudson and the HAJL wish to clarify that Agreement and hereby agree as follows:

1. Although the Agreement is titled Lease and Option to Purchase Agreement, the Agreement does not create a landlord/tenant relationship between the City of Hudson and the HAJL. Instead, the Agreement specifies the terms under which the HAJL may occupy the City's building and also creates an Option to Purchase the building conditional upon, among other things, approval of all member municipalities in the HAJL and the approval of a Major Capital Agreement by all member municipalities.

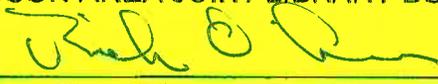
2. Despite the language in the Agreement, the payments in Paragraph 3 of the Lease and Option to Purchase Agreement are not rental payments. Rather, they are occupancy payments that pay for HAJL's proportionate share of operating the library's portion of the building.

3. Beginning January 1, 2014, HAJL's monthly occupancy payment for its proportionate share of the operating costs for the building shall be \$11,035.00. This is based on HAJL's proportionate share of the actual 2013 costs to operate the building. Each year HAJL's occupancy payment shall be capped at an amount determined by increasing the previous year's occupancy payment by the percentage increase published in the Bureau of Labor Statistics Consumer Price Index, All Urban Consumers – Minneapolis/St. Paul Minnesota, all items as published in August for the closest preceding 6-month period. At the end of each year, the City

shall provide a report to the HAJL Board of the HAJL's share of the operating costs of the building for the previous year. If the occupancy payments made by HAJL for the previous year exceed the HAJL's share of the operating costs for that year, the City shall credit the HAJL for any payments that exceed the operating costs.

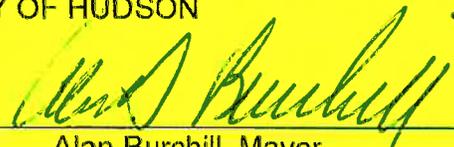
4. The City and the HAJL understand and agree that the occupancy payments under this Agreement include only the HAJL's proportionate share of the operating costs attributable to the space the HAJL occupies in the City's building. The payments do not include any capital costs.

HUDSON AREA JOINT LIBRARY BOARD

By:  2/18/14  
Rich O'Connor, President Date

Attest:  2/18/14  
Date

CITY OF HUDSON

By:  2/24/14  
Alan Burchill, Mayor Date

Attest:  2/24/14  
Nancy Korson, Clerk Date

**ADDENDUM TO LEASE AND OPTION TO PURCHASE AGREEMENT DATED 12.16.09 BETWEEN THE CITY OF HUDSON AND THE HUDSON AREA JOINT LIBRARY**

Whereas, the City of Hudson has entered into a purchase agreement for the sale of 701 Second Street, Hudson, WI;

Whereas, the Hudson Area Joint Library has an option to purchase property including the property known as 700 First Street and 701 Second Street;

Whereas, the Hudson Area Joint Library, has conditionally approved said purchase agreement for the sale of 701 Second Street, with one of the conditions being reduction of the purchase price of the remaining property subject to the Hudson Area Joint Library's option, to reflect the potential sale of 701 Second Street from the property subject to the Hudson Area Joint Library's option to purchase;

NOW THEREFORE, the City of Hudson and the Hudson Area Joint Library hereby agree that the third sentence of Paragraph 4 of the Lease and Option to Purchase Agreement between the City of Hudson and the Hudson Area Joint Library shall be amended to read as follows and the following sentences shall be added after the third sentence in that paragraph. The remainder of the Agreement shall remain as is:

“ . . . The purchase price shall be Two Million Five Hundred Thousand Dollars (\$2,500,000) plus an additional sum of \$125,000 per year beginning January 1, 2011 and increasing by that amount each January 1 thereafter. If the property known as 701 Second Street sells for \$260,000 as provided in the purchase agreement dated June 14, 2010, the purchase price for the remaining property which is subject to the purchase option provided herein (700 First Street) shall be Two Million, Two Hundred Forty Thousand Dollars (\$2,240,000) plus, beginning January 1, 2011, an additional sum per year, of One Hundred Twelve Thousand (\$112,000). The option price on January 1, 2011, shall be \$2,352,000, and increasing each January 1 thereafter by \$112,000.

Dated this 9<sup>th</sup> day of August, 2010.

Roy Sjoberg 8/9/2010  
Roy Sjoberg, President Date  
Hudson Area Joint Library

Dean Knudson 8/18/10  
Dean Knudson, Mayor Date  
City of Hudson

Attest: Michael Kippler 8-9-10  
Date

Attest: Nancy Korson 8/23/10  
Nancy Korson, Clerk Date

**LEASE AND OPTION TO PURCHASE AGREEMENT**

Lease agreement commencing January 1, 2010, between the CITY OF HUDSON, hereinafter referred to as "CITY", a Wisconsin municipal corporation and the HUDSON AREA JOINT LIBRARY, established pursuant to Wisconsin Statutes, including Sec. 43.52, 43.43, 43.54, 43.64 and Sec. 66.0301, hereinafter referred to as "LIBRARY".

In consideration of the mutual covenants contained herein, the parties agree as follows:

**RECITALS**

WHEREAS, The City of Hudson is considering purchasing the premises located at 700 First Street and 701 Second Street, known as the NMC property;

WHEREAS, the Hudson Area Joint Library would like to lease space and possibly purchase the property under the terms of this lease and option to purchase if the City of Hudson purchases the property;

WHEREAS, the LIBRARY'S entry into this Lease and Purchase Option Agreement is a key component in the CITY'S financial ability to purchase the Premises described herein and the CITY decision to proceed with the purchase of the Premises is in reliance on the LIBRARY'S execution and performance of this Lease and Purchase Option Agreement.

WHEREAS, both parties acknowledge and agree that this Lease and Purchase Option Agreement is null and void if the CITY, in its sole discretion and for any reason, decides not to purchase the Premises.

**1. DESCRIPTION OF PREMISES**

The CITY leases to the LIBRARY on the terms, covenants and conditions herein stated, approximately 20,000 square feet of the building located at 700 First Street, in the City of Hudson, St. Croix County, Wisconsin, as follows:

- A. The lobby area, with the understanding that the Hudson Police Department will have its public access point on the northerly end of the lobby area and that the LIBRARY and police department will have a common public access.
- B. The southeast wing of the first floor
- C. The entire second floor

D. The adjoining parking lot is intended to be used primarily by the LIBRARY and Police Department, and only secondarily as general public parking.

## **2. TERM OF LEASE**

The initial term of this lease shall be for five (5) years, commencing January 1, 2010. The lease shall be renewable for an additional five (5) year term, upon written notice by the LIBRARY to the City of renewal not less than twelve (12) months before expiration of original term. While the right to lease space from the City under the terms of this Lease shall be renewable for an additional five-year term, if the LIBRARY has not exercised the purchase option in paragraph 4 on or before the end of the original five-year term, the CITY reserves the right to terminate or renegotiate the terms of the purchase option.

## **3. ANNUAL LEASE RATE**

- a. The annual lease rate for the original term shall be \$120,000 per year paid to the CITY on a monthly basis. For successive years after the first year, the rent shall be adjusted on an annual basis commencing on the first day of the thirteenth month of the Lease or any extension of the Lease. The rent adjustment shall be determined by adding to the existing rent the sum derived by multiplying the then existing rent by the percentage increase published in the Bureau of Labor Statistics Consumer Price Index, All Urban Consumers - Minneapolis - St. Paul, Minnesota, All Items (hereinafter "CPI") as published in August for the closest preceding six month period using a minimum of one percent (1%) increase and a maximum of five percent (5%) increase. If a substantial change is made in the method of establishing the CPI, then the CPI shall be adjusted to the figure that would have resulted had no change occurred in the manner of computing it.
  
- b. From January 1, 2010 through March 31, 2010 the Lease Rate shall be half of the regular lease rate. On April 1, 2010 the regular lease rate will begin. The LIBRARY agrees to continue to make all scheduled payments to the CITY for the LIBRARY's space at 911 Fourth Street until LIBRARY has vacated those premises.

- c. The City Finance Officer shall be authorized to annually encumber LIBRARY funds in an amount equal to the annual lease payment required under this Lease. The City Finance Officer shall also be authorized to transfer the monthly lease amount from the LIBRARY accounts to the CITY accounts on or about the first day of each month.

#### **4. PURCHASE OPTION**

The CITY hereby grants an option to purchase the premises located at 700 First Street and 701 Second Street to the entity(ies) specified to be the owner of the premises in a Major Capital Project Proposal that is approved by all member municipalities pursuant to the Amended and Restated Joint Library Agreement dated September 4, 2008. This option expires October 31, 2014. The purchase price shall be Two Million Five Hundred Thousand Dollars (\$2,500,000) plus an additional sum of \$125,000 per year beginning January 1, 2010, or the pro-rated portion thereof. Exercise of the option shall require execution of a written purchase agreement and payment of earnest money to the CITY at the time of exercise in an amount equal to 20% of the purchase price, with the balance of the purchase price to be paid at closing. Closing of the sale shall occur within 60 days after exercise of the option. This is to be a cash sale with no financing or other contingency. Pursuant to the Amended and Restated Joint Library Agreement dated September 4, 2008, any exercise of the option is subject to PRIOR approval by all member municipalities of a Major Capital Project Proposal. Prior to exercise of the option, LIBRARY shall have: a) obtained all necessary approvals (including referendum if necessary), and approval of Major Capital Project Proposal by all member municipalities; b) secured all required funding for the purchase price; and c) completed any other requirements necessary to close the sale. Upon approval of all member municipalities, and completion of all other requirements necessary to close the sale, the entity specified to be the owner in the approved Major Capital Project Proposal may exercise the option any time during the five year lease period, provided the LIBRARY is not in default under the lease terms and the opportunity to cure any default under Paragraph 16 has expired, and further provided, that for up to three years

following the closing of the sale of the premises to the LIBRARY, the CITY shall have the right to occupy and lease from the LIBRARY the portion of the premises occupied by the Hudson Police Department on the same per square foot lease rate and other applicable lease terms in effect for the LIBRARY prior to the sale. The CITY may not sublease that portion of premises to any non-CITY entity without the Joint Library Board's approval. This option is not assignable or transferable and is only exercisable by the entity approved by all member municipalities to own this premises.

The Property to be sold by the CITY and acquired by the entity that exercises this Option shall be sold "As-Is, Where - Is, With All Faults" with no right of set-off or reduction in the Purchase Price and that except as explicitly set forth in the Deed (with respect to warranties of title) such sale shall be without representation or warranty, express or implied, either oral or written, made by CITY or any agent or representative of CITY with respect to the physical or structural condition of the Property, or with respect to the existence or absence of petroleum, hazardous substances, pollutants or contaminants, in, on, under, or affecting the Property or with respect to the compliance of the Property or its operation with any laws, ordinances or regulations of any government or other body. LIBRARY acknowledges and agrees that CITY has not made and does not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to warranty of income potential, operating expenses, uses, habitability, tenantability, or suitability for any purpose, merchantability or fitness of the Property for a particular purpose, all of which warranties CITY hereby expressly disclaims. LIBRARY shall be relying entirely upon information and knowledge obtained from its own investigation, experience, or personal inspection of the Property. LIBRARY expressly assumes, at Closing, all environmental and other liabilities with respect to the Property and releases and indemnifies CITY from same, whether such liability is imposed by statute or derived from common law including, but not limited to, liabilities arising under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Hazardous and Solid Waste Amendments Act, the Resource Conservation and Recovery Act (RCRA), the Federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Control

Act, the Superfund Amendments and Reauthorization Act and the Hazardous Materials Transportation Act, all as amended, and all other comparable federal, state or local environmental, conservation or protection laws, rules or regulations. Statement of fact or disclosures, if any, made by CITY in this Agreement, or in connection with this Agreement, do not constitute warranties or representations of any nature. The foregoing provision shall survive Closing and shall not be deemed merged into any instrument of conveyance delivered at Closing. Other terms of the sale shall be as provided in the Commercial Offer to Purchase, which is attached hereto and incorporated herein by reference as Exhibit A.

**5. USE OF PREMISES**

The premises are to be used by the LIBRARY only for the operation of the Hudson Area Joint Library pursuant to the Amended and Restated Hudson Area Joint Library Agreement dated September 4, 2008, and such activities that are related to or support the operation of the Hudson Area Joint Library. The premises shall be not be used for any other purpose without the written consent of the CITY.

**6. RESTRICTIONS ON USE**

The LIBRARY shall not use the premises in any manner that will materially increase risk covered by the insurance on the premises and result in an increase in the rate of insurance or the cancellation of any insurance policy. The LIBRARY shall comply with all present and future laws, statutes, restrictions, ordinances, orders, regulations, directions, rules and requirements of all governmental authorities (collectively "applicable laws"), pertaining to the use and/or occupancy of the Premises. The Library understands that the City Council has the statutory authority to adopt lawful ordinances which the Library is obligated to comply with. However, the City recognizes that it may not unlawfully use its legislative authority to adopt an ordinance, which, by its terms applies only to the Library or the Premises described in Paragraph 1, and the sole purpose of which ordinance is to put the LIBRARY in default under the terms of this lease and option to purchase.

The LIBRARY shall not commit any waste or any public or private nuisance or any other act or thing which might or would disturb the quiet enjoyment of any other tenant of CITY or any occupant of nearby property. LIBRARY shall not place or permit to be placed any loads upon the floors, walls, or ceilings in excess of the maximum designed load or which might damage the Premises or the Building, or place or permit to be placed any harmful liquids in the drainage systems, and LIBRARY shall not dump or store, or permit to be dumped or stored, any inventory, waste materials, refuse or other materials or allow any such materials to remain outside the Building except in designated enclosed trash areas.

The CITY shall not place or permit to be placed any harmful liquids in the drainage systems. The CITY shall not perform any major mechanical work on police department vehicles on the premises. Work on police vehicles on the premises shall be limited to adding fluids when needed to operate the vehicle, work on police equipment installed in the vehicle, and other similar type of work that does not create noise or nuisance conditions that would unreasonably disturb the LIBRARY'S use of its portion of the building for library purposes.

The adjoining parking lot shall have six (6) spaces designated for police use only.

## **7. ENVIRONMENTAL**

The parties hereby covenant and agree to indemnify and hold harmless each other and their successors, legal representatives and assigns from and against all claims, damages, liabilities, losses, judgments, settlements and costs (including, without limitation, reasonable attorney's fees and disbursements) in connection with environmental conditions arising out of or resulting from (a) the use or occupancy of the premises by the parties under this lease, or any portion thereof, during the Term of this Lease; and (b) violations of the parties during the term of this lease of local, state and/or federal laws and regulations, including all applicable environmental laws and regulations as well as any liabilities resulting from the practices of the parties at the premises during the term of the lease.

**8. UTILITIES AND JANITORIAL SERVICES**

The CITY shall provide the leased premises with electricity, heat and air conditioning, and municipal water and wastewater services. Janitorial services for the facility shall be provided by the CITY on a schedule mutually agreed by the parties, and sufficient to maintain LIBRARY spaces in a clean and attractive condition for public and employee use. The CITY shall provide trash receptacles for ordinary solid waste consistent with service currently provided. In the event the LIBRARY needs extraordinary solid waste removal services, the LIBRARY shall be responsible for the cost and implementation of such services.

**9. MAINTENANCE AND REPAIRS**

Except as provided herein, at its sole expense, the LIBRARY shall maintain and keep the interior of the premises in good repair, free of refuse and rubbish, and shall return the same at the expiration or termination of this Lease in the same condition as received by the LIBRARY, excepting ordinary wear and tear, damage or destruction by fire, flood, storm or other unavoidable cause. The LIBRARY will promptly replace and repair all breakage, defacements and damages caused by it, or by acts and negligence of its agents, employees or customers. The LIBRARY shall pay the cost of any addition or modifications to the electrical, telephone phone, HVAC or computer systems to service the LIBRARY's intended use of the premises.

**10. ALTERATIONS AND INSTALLATIONS**

The CITY will cooperate with the LIBRARY in relation to proposed structural building alterations and/or installation of structures and/or equipment that may be installed by the LIBRARY. The CITY agrees that the LIBRARY may utilize Library impact fees for leasehold improvement renovations to the building, to the extent allowed by Wisconsin Statutes related to the utilization of impact fees. The LIBRARY will be responsible for the installation of an elevator and restrooms, as required by City and State building codes. The LIBRARY shall also be responsible for any renovations related to structural support and weight bearing requirements for the placement of library racks, books and other materials as required by City and State building codes.

Subject to the approval by the CITY, LIBRARY, at its sole cost and expense, shall be permitted to alter the building as described above and as otherwise necessary for library purposes, provided that such alterations do not interfere with the Hudson Police Department's use of the building. All designs, plans, specifications, and contracts for alterations, improvements, installations, and renovations are subject to approval by the City which shall not be unreasonably withheld or delayed before commencement of any work on the building. If the City fails to respond within 15 business days of the CITY's receipt of proposed plans or contracts, the proposed plans or contracts shall be deemed approved.

#### **11. BUILDING MAINTENANCE AND REPAIR**

The CITY agrees to make all necessary repairs and maintenance to exterior walls, roof, skylights, doors, windows, foundations, gutters, downspouts, landscaping, parking lot, sidewalks, HVAC and plumbing systems to keep the building in a safe, clean condition for public use.

#### **12. INSURANCE**

- a. The LIBRARY, at the LIBRARY's sole cost and expense, shall maintain and keep in effect the following insurance coverages throughout the term:
  1. Commercial general public liability insurance against loss for personal injury, death and property damage, in or about the premises on an occurrence basis and with limits not less than Three Million Dollars (\$3,000,000.00) per occurrence;
  2. Intentionally left blank.
  3. Workers' compensation insurance, in at least the statutory required amount and employers liability (with umbrella liability, if necessary) but, in all events, with limits not less than One Million Dollars (\$1,000,000.00) each accident/disease – policy limit/disease – each employee; and
  4. Property insurance upon the LIBRARY's personal property, fixtures and leasehold improvements at one hundred percent (100%) of full insurable value, written on full replacement cost basis.

In no event shall such insurance be less than those listed above. The CITY reserves the right to demand of the LIBRARY that the amounts of coverages set forth above be increased at a frequency of not less than every five years during the term of this lease to amounts determined in accordance with the recommendation of the CITY's insurer.

b. Intentionally left blank.

c. General Requirements – All insurance coverage hereunder shall be provided by reputable and solvent insurance companies, duly licensed to conduct business in the State of Wisconsin. All required coverage shall be obtained and paid for by the LIBRARY. The LIBRARY shall furnish the CITY with certificates, which indicate it is covered by the required insurance showing the insured, type, amount, class of operations and/or property covered, effective dates, additional insureds, and date of expiration of policies. Failure to demand certificates evidencing insurance coverage required hereunder shall not be construed as a waiver of either party's obligations to maintain the insurance required hereunder. Each policy (except worker's compensation) shall name the CITY as an additional insured or loss payee as its interests may appear. If the LIBRARY fails to obtain the insurance coverage or fails to provide certificates as required by this lease, the CITY may, at its option and following thirty (30) days written notice to the LIBRARY regarding such failure, obtain such insurance. In such event, the LIBRARY shall pay the CITY the reasonable cost thereof together with a 10% surcharge.

### **13. ACCESS BY CITY**

Upon reasonable notice, except in emergencies where no such notice shall be required, CITY's representatives shall have the right to enter the Premises to inspect the same, and to perform such work as may be permitted or required hereunder, to make repairs or alterations, to deal with emergencies, to post such notices as may be permitted or

required by law to prevent the perfection of liens against CITY's interest in the Premises.

#### **14. INDEMNIFICATION**

The LIBRARY shall, to the fullest extent permitted by law, but subject to all limitations of liability and defenses available to the LIBRARY, defend and protect, defend, indemnify and hold harmless the CITY, and each of the CITY's agents (including all elected officials and public servants) and permitted successors and assigns from and against any and all losses, costs, damages, injuries, liabilities, claims, demands, penalties, interest and causes of action, including reasonable attorneys', consultants' and experts' fees and court costs (collectively, the "Damages"), directly or indirectly arising out of, resulting from or related to claims of whatever kind for injury to persons or property, resulting from, or in connection with, the LIBRARY's operations at the Premises.

The CITY shall, to the fullest extent permitted by law, but subject to all defenses and limitations of liability available to the CITY protect, defend, indemnify and hold harmless the LIBRARY, and each of the LIBRARY's agents, and permitted successors and assigns against Damages, directly or indirectly arising out of, resulting from or related to claims of whatever kind for injury to persons or property, resulting from, or in connection with, its ownership or operation of the premises prior to the commencement date and after any termination Date.

#### **15. DISCHARGE OF LIENS**

The LIBRARY shall promptly pay all its contractors and materialmen providing materials or labor to the Premises. Should any lien be filed against the Premises or CITY as a result of LIBRARY's act or forbearance, LIBRARY shall promptly furnish CITY security in an amount sufficient to protect CITY from loss or make provisions for discharge of the lien within thirty (30) days after written request by CITY.

#### **16. DEFAULT RIGHTS AND REMEDIES**

If the LIBRARY fails to make a payment of rent (including the payment of any operational costs and/or costs of any installations, alterations, or renovations) within thirty (30) days after such obligation was due; or if the LIBRARY shall fail to perform any of the other covenants, conditions and agreements contained in this lease, and such failure continues for thirty (30) days after written notice thereof is given by the CITY to the LIBRARY, or if such failure is incapable of being cured within such thirty (30) day period, then for such additional time as may reasonably be necessary; then the CITY shall have the right to terminate this lease, evict the LIBRARY and retake possession of the premises by proceedings in an appropriate court of law. Notwithstanding any such eviction, the LIBRARY shall continue to be liable for any rent owed for the remainder of the term, including the payment of operational costs, costs of any installations, alterations, or renovations owing to the appropriate party or parties.

#### **17. ASSIGNMENT AND SUBLEASE**

This Lease and Option to Purchase Agreement shall be binding upon, and inure to the benefits of, CITY and LIBRARY, and their respective permitted successors and assigns. This Lease and Option to Purchase Agreement shall not be assignable by the LIBRARY. The LIBRARY shall not sublease the premises at any time during the term of the lease.

#### **18. NOTICES**

Any notice or other communication provided for in this lease shall be given by certified mail, return receipt requested, as follows:

CITY: City Administrator, City of Hudson, 505 Third Street, Hudson, WI 54016

LIBRARY: (until December 31, 2009): Library Director, Hudson Area Joint Library, 911 Fourth Street, Hudson, WI 54016; (after January 1, 2010): Library Director, Hudson Area Joint Library, 700 First Street, Hudson WI 54016.

**19. PARTIAL INVALIDITY**

The provisions of this lease shall be severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions.

**20. SUCCESSORS AND ASSIGNS**

The terms, covenants and conditions hereof shall be binding upon and inure to the successors in interest and assigns of the parties hereto.

**21. GOVERNING LAW**

This lease or any provision hereof shall be construed according to the laws of the State of Wisconsin.

**22. CONDITION.**

This Lease and Purchase Option Agreement is binding upon the parties as of the date of signature, but becomes null and void if the CITY, in its sole discretion and for any reason, does not purchase the Premises which is the subject of this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this lease to be executed on the effective date.

CITY OF HUDSON

HUDSON AREA JOINT LIBRARY

Dean Knudson 12/16/09  
Dean Knudson, Mayor Date

James O'Connor  
James O'Connor, Board President Date 12-14-09

ATTEST:

ATTEST:

Nancy Korson 12/16/09  
Nancy Korson, Clerk Date

Michael D. Nelson 12-14-09  
Vice President Date



SUBMITTED TO: Mayor and Common Council

DATE: January 4, 2021

SUBMITTED BY: Aaron S. Reeves, City Administrator *AR*

REGARDING: Safer Hudson Initiative Details

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**BACKGROUND:**

The Council approved the Safer Hudson Initiative at the October 19<sup>th</sup> Council meeting but did not provide much direction to staff on its implementation. Attached is a draft letter, survey, and poster for review by the Council before the City sends out to our businesses.

**STAFF RECOMMENDATION:**

Review the draft information and provide further direction on how to implement the Safer Hudson Initiative.

January 4, 2021

Dear Hudson Business Owners,

The past year has been hard for us all. The COVID-19 pandemic has especially impacted our business community. You represent a vital part of the fabric of Hudson. Many of you have worked diligently to keep your business, employees and customers safe during this time. Your efforts are greatly appreciated by us all. At times it has been hard, at times all your work seems unappreciated, and at times it seems like your efforts are overtaken by events outside your control. We, the Mayor and Hudson Common Council, recognize your work and sacrifice. We hope to continue to support each other over the months to come.

The Common Council invites you to become a partner with us in the “Safer Hudson” initiative. This initiative allows you to clearly communicate to your customers, staff, and community the practices you are using to keep us safe. We are enclosing a poster to help your business display its safety practices to the public. In addition, we invite you to return the enclosed survey on your safety practices at your convenience and we will share your information on our city website. It is our hope that this initiative helps unify our city during a challenging time and helps stimulate commerce by providing accurate information to residents and potential customers.

At present the COVID spread is very high in St. Croix County with 6,406 total cases since March 2020 and 16 residents currently hospitalized. Now is a critical time for us to all pull together to limit its spread to support our businesses, economy, schools and our vulnerable citizens, especially as we move into winter and wait for vaccine. Local, State and National public health experts agree the following efforts significantly decrease the spread of this virus.

**First the 3 W's:**

- Wash your hands
- Watch your distance, 6 feet at least and if loud talking or yelling is involved even further
- Wear a mask. They work, its simple and effective.
  - Basic information at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html>
  - Good readable summary of the science. <https://www.ucsf.edu/news/2020/06/417906/still-confused-about-masks-heres-science-behind-how-face-masks-prevent>

**Second the 3 V's** related to creating a safer indoor environment

- Ventilation, air exchange and recirculation
- Venue, indoor or outdoor, room for customers and staff to distance appropriately
- Vocalization, softer vs louder talking

Finally, policies and procedures that screen staff for illness and encourage them to stay home and be assessed for a COVID infection if they are ill.

If you have further medical questions about COVID-19 or need any help with developing safety procedures at your business please contact Kelli Engen with St Croix County Public Health at [Kelli.Engen@sccwi.gov](mailto:Kelli.Engen@sccwi.gov)

Thanks for working together as a community partner to slow the spread of COVID-19 in Hudson. We are all in this together.

Signed...by Mayor and Council

DRAFT

## Survey of Your Business Safety Practices

**Please check all that apply to your business:**

- Regularly sanitizes surfaces
- Provides sneeze/cough (Plexiglass) shields for staff and customers
- Requires masks for staff and employees when not eating or drinking
- Requires and enforces masks for customers while not eating or drinking
- Has capacity limits
- Able to meet social distancing guidelines of 6 feet between groups of guests
- Screens staff for illness prior to beginning of their shift
- Provides contactless transactions
- Has inspected ventilation systems and made modifications if deemed necessary to increase airflow or filter air

**Alternatives for your customers:**

**Dining:**

- Provides outdoor dining options
- Provides takeout
- Provides curbside

**Retail:**

- Provides curbside,
- Provides home delivery,
- Provides online orders
- Provides virtual resources
- Provides in person
- Provides by appointment

**Other businesses:**

- Encourages virtual meetings
- Has in-person meetings only with scheduled appointments
- Has in-person meeting on a drop in basis

**Please list** or describe any additional safety practices you use relating to COVID-19 that you would like posted on our city website:

Thanks you for working a community partner to help slow the spread of COVID-19. Please return this survey to: Becky Eggen, City Clerk, 505 3<sup>rd</sup> Street, Hudson WI 54016.

DRAFT

This business is participating in the Safer Hudson Initiative. To learn about the safety precautions we have taken to protect our customers and employees from Covid-19, go to [www.hudsonwi.gov](http://www.hudsonwi.gov).

Here are some of the precautions we have taken:



505 Third Street  
 Hudson, Wisconsin 54016  
 ph: (715)-386-4765 fx: (715)386-3385  
 www.hudsonwi.gov

**TO:** Common Council

**FROM:** Plan Commission

**DATE:** 4 January 2021

**SUBJECT:** Discussion and possible action on a Home Occupation License for 725 8<sup>th</sup> Street to operate a hair salon – Lorie Schutte

**BACKGROUND:**

The applicant has submitted a home occupation license application to operate a one-chair hair salon out of her home at 725 8<sup>th</sup> Street. Home occupation permits allow for an occupant of the property to conduct limited business activities in their home such as a professional office, studio, teaching space, etc.

The applicant's proposed business operation will include hours between 10am-9pm, she will be the only employee on site, and only one (1) client will be seen at a time but there may be two (2) clients parking at a given time if there are appointments scheduled back-to-back (a scenario in which one customer is leaving and the other is just arriving). Some internal work will need to be done to hook up a hair salon sink to the house's existing plumbing infrastructure. Additionally, some carpet removal is anticipated and potentially some vinyl floor installation as well. Guests are anticipated to park on Elm Street, however, the potential installation of a parking pad on the property was discussed over a phone call with staff as well.

Letters of notice were sent to all adjacent properties of 725 8<sup>th</sup> Street, requesting signatures of the neighbors on whether they approved or denied the home occupation use at the proposed property. Letters received by city staff included both "no concerns" from neighbors as well as concerns associated with potential traffic generation, 8<sup>th</sup> Street parking issues, property value changes, and a potential change in the neighborhood's character from residential to commercial.

Community Development records include eight approved home occupation permits for beauty salon/massage uses and one denied application from 1994 to present.

At its meeting on December 8<sup>th</sup>, the Plan Commission voted to approve the home occupation license, 4 (yea) and 2 (nay).

**PLAN COMMISSION RECOMMENDATION:**

Approve the home occupation license with the following condition(s):

1. That the applicant applies for applicable building permits as necessary.
2. That the home occupation license be reviewed 6-months after the hair salon begins operations.

**ACTION REQUESTED:**

Approve the home occupation license for Lorie Schutte to operate a hair salon out of her home at 725 8<sup>th</sup> Street with conditions.

**ATTACHMENTS:**

Home Occupation License Application  
Written Letters of Concern from Neighbors

Prepared by: Tiffany Weiss, Associate City Planner  
Through: Mike Johnson, AICP, Community Development Director



Application for:  
**HOME OCCUPATION**  
**CERTIFICATE OF COMPLIANCE ZONING USE PERMIT**  
 (As per Municipal Code § 255-54)

505 Third Street • Hudson, WI 54016 • (715)386-4776

www.hudsonwi.gov

Date		10-15-2020	
Applicant Name(s)			
Lorie A. Schutte			
Mailing Address			
680 Larcom St., Hammond, WI 54015			
Phone		Email	
651-235-8405		lorieschutte@gmail.com	
Property Location			
(if different)			
725		8th	Street, Hudson, WI
(number)		(street)	(other information)

Proposed use of property as home occupation:

Beauty shop by occupant only  
 I have been a practicing licensed hair stylist in Minnesota and Wisconsin for 35 years. I hold a manager's license in both states. I want to work from home because my eyes have changed dramatically and I have night vision problems driving. I will only have one client at a time (or possibly two from a family in one vehicle).

I (We) have read the City of Hudson Municipal Code § 255-54 and am (are) requesting a permit.

*Lorie A. Schutte*

Applicant Signature(s)

**OFFICE USE ONLY**

Approved / Denied by: \_\_\_\_\_

Referred to Plan Commission Approved / Denied \_\_\_\_\_

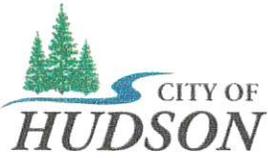
Common Council Approved / Denied \_\_\_\_\_

Date

*City of Hudson  
PC/Codebook for Windows*

**§ 255-54. Home occupations.**

- A. EN(1) Home occupations which meet the following criteria may be permitted through issuance of a certificate of compliance which is issued by the Planner/Zoning Administrator:
- (1) Property owners adjacent to the proposed home occupation shall be notified by the applicant. The applicant shall submit an affidavit from said property owners describing their concern or approval of the proposed use in the home.
  - (2) No signs other than those normally utilized in the residential district shall be permitted.
  - (3) Wholesale livestock shall not be stored on the premises.
  - (4) Retail over-the-counter sales shall not be conducted on the premises, except for those items produced on the site.
  - (5) Parking shall be limited to three or fewer on-street or off-street customer parking spaces at any given time.
  - (6) The home occupation shall only occur in the principal residential structure on the site.
- B. Typical uses which may be permitted as a home occupation include professional offices, beauty shops by occupant only, minor repair services, photo or art studios, dressmaking, teaching for three or fewer students at one time and other similar uses. Uses which propose minimal or no walk-in traffic may be issued a home occupation permit by the Planner/Zoning Administrator upon receipt of documentation that there are no neighborhood objections. The Planner/Zoning Administrator shall forward all other applications to the Plan Commission and Common Council for review and consideration. [Amended by Ord. No. 42-94]
- C. Uses not meeting the criteria in this chapter shall be considered a proposed home occupation not meeting criteria and shall require a conditional use permit and a public hearing in the AR District and residential districts. (See § 255-76.)



Affidavit for:  
**HOME OCCUPATION**  
**CERTIFICATE OF COMPLIANCE ZONING USE PERMIT**  
 (As per Municipal Code § 255-54)

505 Third Street • Hudson, WI 54016 • (715)386-4776

www.hudsonwi.gov

Date	10-15-2020		
Proposed Location Address	725	8th Street, Hudson	
	(number)	(street)	(other information)
Adjacent Property Owner Name(s)	Duane Brown		
Adjacent Property Owner(s) Address	726 8th Street, Hudson		

**Concern(s) of adjacent property owner(s):**  
 State NONE or sufficient detail; use additional pages if necessary.

See attached

Duane L Brown

Adjacent Property Owner Signature(s)

**Zoning Use Permit Comments RE: 725 8th Street, Hudson, WI 54016**

I want the home buyer to know that my comments are not directed at her personally. Ms. Schutte came to my door and introduced herself to me and she seems like a lovely person.

However, I have serious concerns and objections to her running a hair salon out of her home.

My major concern is turning a residential neighborhood into a commercial zone. One of the main reasons I purchased my home on the corner of 8th and Elm is precisely for its quiet nature and lack of traffic.

Ms. Schutte states that it's been her "heart's desire" to work from home. Then, why didn't she buy a home that would allow her to run a commercial business from her home without getting a zoning use permit? She stated that lived here before so why didn't she investigate this with the City before purchasing her home? There are neighborhoods in Hudson that already allow this. Asking her new neighbors to turn a residential neighborhood into a commercial zone is too big of an ask.

I've read Municipal Code 255-54 and in Section B it states, "beauty shops by occupant only" but how and who is responsible for enforcing this. She says that she will only have one chair, but what is to stop her from adding more chairs and bringing in additional stylists? Would I have to lodge a complaint if I suspected something was awry?

She says that there won't be much traffic, but any traffic is more than what we are used to and desire. If there was more traffic than what she thought there would be, would it then be the responsibility of the neighborhood to complain?

This makes me uncomfortable and is not what I signed up for when I bought my residential home in a solidly residential neighborhood. I don't want to feel like I need to be monitoring the comings and goings at a neighbor's home. It doesn't feel neighborly and I think will change the fundamental residential nature of where we live.

I am also concerned about how this will affect the desirability of my home to a future buyer. I would have never purchased my home if there had been a business across the street. I suspect that the amount that I could sell my home for will decrease if a commercial business operates across the street.

We just went through a property assessment where the assessed value of my home nearly doubled. While I didn't like this from a potential tax liability perspective, it was great from an asset perspective. I have to wonder how having a business across the street will affect my assessed value. Will the City send the assessor back out and adjust assessed values?

Ms. Schutte spent much of her letter focused on COVID-19 concerns and the sanitary protocols she will put in place inside her salon. That's great and I applaud her efforts to run a safe salon, but it's really not a reason to approve or disapprove a zoning change.

I hope the City of Hudson will take the concerns of neighbors to heart when deciding to issue or not issue the Certificate of Compliance Zoning Use Permit. My objections to the issuance of such a permit are not meant as a personal objection to Ms. Schutte. They are focused on changing a residential neighborhood to a commercial one, the increase of traffic, and the likely impact on the value of my property.

Sincerely,



Duane Brown  
726 8th Street, Hudson, WI 54016





Affidavit for:  
**HOME OCCUPATION**  
**CERTIFICATE OF COMPLIANCE ZONING USE PERMIT**  
 (As per Municipal Code § 255-54)

505 Third Street • Hudson, WI 54016 • (715)386-4776

www.hudsonwi.gov

Date 10-15-2020

Proposed Location Address 725 8<sup>th</sup> St. Hudson, WI  
(number) (street) (other information)

Adjacent Property Owner Name(s) Kelly & Russ Rabe

Adjacent Property Owner(s) Address 722 8<sup>th</sup> St Hudson, WI

**Concern(s) of adjacent property owner(s):**

State NONE or sufficient detail; use additional pages if necessary.

We do not have concerns with the plan for her in-home salon,  
however we do have some concerns with parking. The home at  
714 8<sup>th</sup> St also has a business out of their home & the customers  
park on 8<sup>th</sup> St. At times it has been difficult to back out of our  
driveway due to this & can only imagine it would be worsened if  
her customers park on 8<sup>th</sup> St as well. Another concern is that  
~~the~~ the intersection of 8<sup>th</sup> St & Elm St is unmarked (no yield sign  
or stop sign). A yield sign seems needed, especially with plans to  
increase traffic flow with people who are not familiar with the area.

Kelly Rabe  
 Adjacent Property Owner Signature(s)





Affidavit for:  
**HOME OCCUPATION**  
**CERTIFICATE OF COMPLIANCE ZONING USE PERMIT**  
 (As per Municipal Code § 255-54)

505 Third Street • Hudson, WI 54016 • (715)386-4776

www.hudsonwi.gov

Date 10-15-2020

Proposed Location Address 725 8th St. Hudson  
(number) (street) (other information)

Adjacent Property Owner Name(s)  
Emma Nelson David Warner

Adjacent Property Owner(s) Address  
~~725 8th St.~~ 722 Elm St. Hudson, WI 54016

**Concern(s) of adjacent property owner(s):**  
 State NONE or sufficient detail; use additional pages if necessary.

Adjacent Property Owner Signature(s)



SUBMITTED TO: Mayor and Common Council

DATE: January 4, 2021

SUBMITTED BY: Aaron S. Reeves, City Administrator <sup>AR</sup>

REGARDING: Public Safety State of Emergency

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**BACKGROUND:**

The City enacted Ordinance 19-20 declaring a public safety state of emergency and implementing restrictions on December 8, 2020 effective through January 3, 2021. When adopted the Council said they would review at the January 4, 2021 meeting to determine if the emergency declaration needed to be reinstated for another set period of time. At the meeting staff will provide an update on the public safety crime statistics during the emergency order. The Minnesota Bar/Restaurant inside dining closures remain in effect until January 11, 2021 with the possibility of being extended by the Governor.

**STAFF RECOMMENDATION:**

Review the crime statistics during the time of the emergency order and discuss if reinstating the order is necessary.

## ORDINANCE NO. 19-20

## Emergency Declaration and Order

WHEREAS, The City Of Hudson has experienced a significant increase in the number of people coming across the Minnesota/Wisconsin border into the City of Hudson as a result of the restrictions on bars and restaurants in the State of Minnesota which restrictions are expected to be in place through January 4, 2021;

WHEREAS, this influx of people from Minnesota has caused a significant increase in traffic and crime in the City of Hudson, especially on the week-ends ;

WHEREAS, at approximately 1 a.m., on Sunday, December 6<sup>th</sup>, 2020, three people were stabbed in downtown Hudson, resulting in one person being killed in the stabbing;

WHEREAS, the crime has occurred in the later evening/early morning hours around the time of bar closing and appears to be directly related to over-service of alcohol beverages;

WHEREAS, this influx of people into the City of Hudson and the resulting increase in crime, including violent crime, has over-loaded the City's transportation and public safety systems, including police protection, emergency medical services and systems, safety of vehicular and pedestrian traffic, and the public safety systems of surrounding municipalities due to increased calls for mutual aid, thus jeopardizing public safety in the City of Hudson and surrounding areas.

NOW THEREFORE, pursuant to Wis. Stat. §323.11, the City of Hudson Common Council hereby declares that a state of emergency exists with respect to the City's ability to protect public safety while the restrictions on Minnesota bars and restaurants are in effect.

NOW THEREFORE, as a result of this state of emergency, and to protect public safety in the City of Hudson and surrounding area, pursuant to the authority conferred in Wis. Stat. 323.14 (4) the Common Council hereby ordains as follows:

1. Beginning on December 10, 2020 through January 3, 2021, all establishments in the City of Hudson that hold Class B Beer, Class B Intoxicating Liquor, and/or Class C wine licenses for on-premises consumption of beer, intoxicating liquor and/or wine shall close for business no later than 10 p.m. on Thursdays, Fridays and Saturdays and on December 23<sup>rd</sup>, December 24<sup>th</sup>, and December 31<sup>st</sup>, 2020.
2. This ordinance does not extend the closing time for any alcohol beverage licensed establishment holding a beer, wine, or intoxicating liquor license that is required under state law or city ordinance to close before 10 p.m. Such licensed establishments are required to close at the earlier closing time required under state law or city ordinance, whichever applies.
3. Violation of this ordinance and emergency declaration order may result in suspension or revocation of the establishment's alcohol beverage license following the procedures established in Wis. Stat. 125.12.
4. Persons holding private invitation only events such as a wedding or other similar private invitation only event which may be affected by this Emergency Declaration

and Order may apply to the City for an exception to this Emergency Declaration and Order for that private invitation only event.

5. This order shall be effective beginning on December 10, 2020 through January 3, 2021, for the days specified in paragraph 1.

Adopted by the Common Council this 8<sup>th</sup> day of December 2020.

APPROVED:

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Rich O'Connor, Mayor

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Becky Eggen, City Clerk