

THE CITY of *Altoona*

AGENDA FOR REGULAR COUNCIL MEETING ON **THURSDAY, MARCH 26**
6:00 P.M.

THE MEETING WILL BE HELD ON ZOOM TELECONFERENCE / VIDEO CONFERENCE.
DUE TO CORONAVIRUS COVID-19 RESIDENTS ARE ENCOURAGED
TO ATTEND THE CITY COUNCIL MEETING VIA THE APPLICATION, ZOOM UNTIL
FURTHER NOTICE. AN INSTRUCTION PAGE WILL BE PROVIDED ON THE NEXT PAGE
SHOWING HOW TO PARTICIPATE.

ZOOM PUBLIC MEETING INFORMATION:

WEBSITE: <https://zoom.us/join>

MEETING ID: 352-094-222

CALL IN PHONE NUMBER: 1-312-626-6799

MEETING ID: 352-094-222

- I. Call Meeting to Order.
- II. Pledge of Allegiance.
- III. Roll Call for Council Persons/Roll Call for Department Heads.
- IV. Citizens Participation Period. (No more than twenty minutes unless extended by two-thirds vote.)
- V. Discuss/consider approval of minutes of the March 12, 2020 Regular Council Meeting and the March 18, 2020 Special Council Meeting. [To the Minutes>>](#)
- VI. REPORTS
 - A. City Officers/Department Heads
 - B. City Committees
- VII. UNFINISHED BUSINESS
- VIII. NEW BUSINESS
 1. Public Hearing at 6:00 p.m. or as soon thereafter as is practical authorizing street and utility improvements and levying special assessments against benefited property for the 2020 Street and Utility Reconstruction Project, with possible action to follow. [To Summary and Materials >>](#)
 2. Presentation of Annual Storm Water Report. [To Summary and Materials >>](#)
 3. Discuss/Consider a Development Agreement between the City of Altoona and Fairway Capital, LLC for The Fairway. [To Summary and Materials >>](#)

4. Discuss/Consider a License Agreement between the City of Altoona and Fairway Capital LLC.

To Summary and Materials >>

5. Discuss/consider convening in 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.

A. Purchase and/or sale of property.

6. Motion to reconvene to Open Session for the purpose of discussion and possible consideration on the matter entertained in Closed Session.

A. Purchase and/or sale of property.

IX. MISCELLANEOUS BUSINESS AND COMMUNICATIONS

X. ADJOURNMENT

Cindy Bauer
City Clerk

Requests from persons with disabilities who need assistance to participate in this meeting/hearing should be made to the City Clerk's Office at 715-839-6092 with as much advance notice as possible.

Speak Your Peace: The Civility Project

The Common Council of the City of Altoona, Wisconsin, recognizes and has adopted by Resolution 3B-15 that the nine tools of civility, drafted by Speak Your Peace: The Civility Project will provide increased opportunities for civil discourse in order to find positive resolutions to the issues that face our city. These tools include the following:

*Pay Attention | Listen | Be Inclusive | Don't Gossip | Show Respect | Be Agreeable
Apologize | Give Constructive Criticism | Take Responsibility*

###



[To the Agenda>>](#)



ZOOM INSTRUCTION GUIDE

WEBSITE and TELEPHONE

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IMPORTANT INFORMATION

ZOOM can be accessed by telephone or computer. You must have a computer or mobile phone app to see the PowerPoint slides.

For those participating by computer only, you must have a microphone enabled computer to communicate verbally. Otherwise you will have to call in via the telephone as well.



TO ACCESS VIA TELEPHONE:

1. Call phone number: 1-312-626-6799
2. Enter Meeting ID: 352-094-222
3. Press # to confirm you are a participant and enter the meeting
4. To state a public comment, "raise hand": *9
(You will be called on in order received)



TO ACCESS VIA WEBSITE:

1. Access website at: <https://zoom.us/join>
2. A set of dialogue boxes will appear (as seen below)

1

Join a Meeting

Meeting ID or Personal Link Name

Join

[Join a meeting from an H.323/SIP room system](#)

Enter Meeting ID: 352-094-222

2

Open Zoom?
https://zoom.us wants to open this application.

Open Zoom Cancel

Launching...

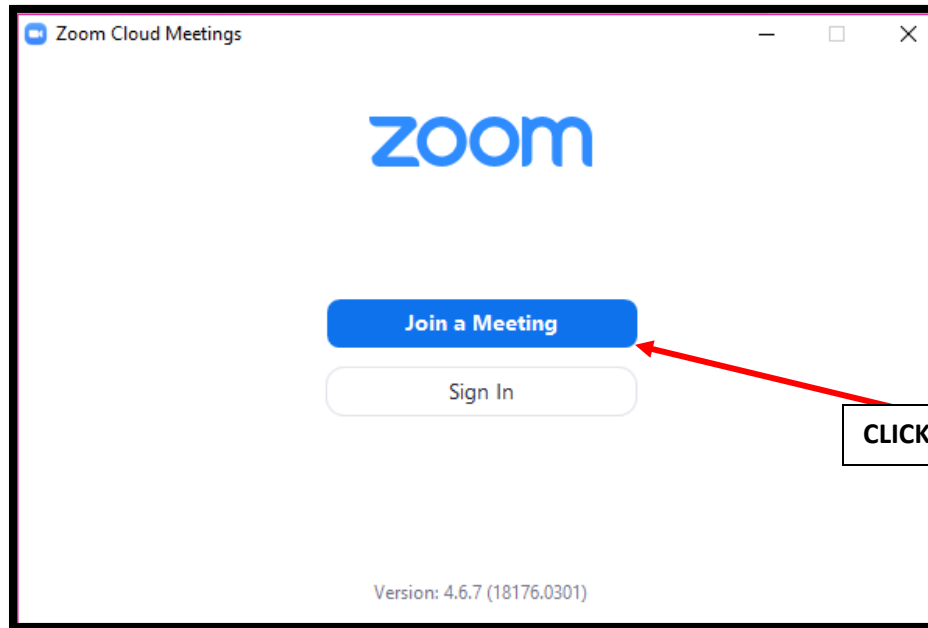
CLICK HERE

Please click Open Zoom Meetings if you see the system dialog.

If nothing prompts from browser, [click here](#) to launch the meeting, or [download & run Zoom](#).



3



4

The image shows the "Join Meeting" form in the Zoom application. The title bar says "Zoom". The heading "Join Meeting" is at the top. Below it is a meeting ID input field containing "352-094-222". Below that is a "Your Name" input field containing "John Smith". There are three checkboxes: "Remember my name for future meetings" (checked), "Do not connect to audio" (unchecked), and "Turn off my video" (unchecked). At the bottom are "Join" and "Cancel" buttons. A red arrow points from a callout box labeled "Enter meeting ID: 352-094-222" to the meeting ID field. Another red arrow points from a callout box labeled "Enter Your Name to be displayed in Zoom meeting for public viewing" to the name field.

Enter Your **Name** to be displayed in Zoom meeting for public viewing

Enter meeting ID: 352-094-222



5a

Computer Audio

Choose ONE of the audio conference options

Phone Call Computer Audio

Join with Computer Audio

Failed to detect your microphone. Please make sure your microphone is properly connected.
[Test Speaker and Microphone](#)

☒ Automatically join audio by computer when joining a meeting


CLICK HERE

5b

Phone Call

Choose ONE of the audio conference options

Phone Call Computer Audio

Dial:  1-312-626-6799 ✓

Meeting ID: 352-094-222 ✓

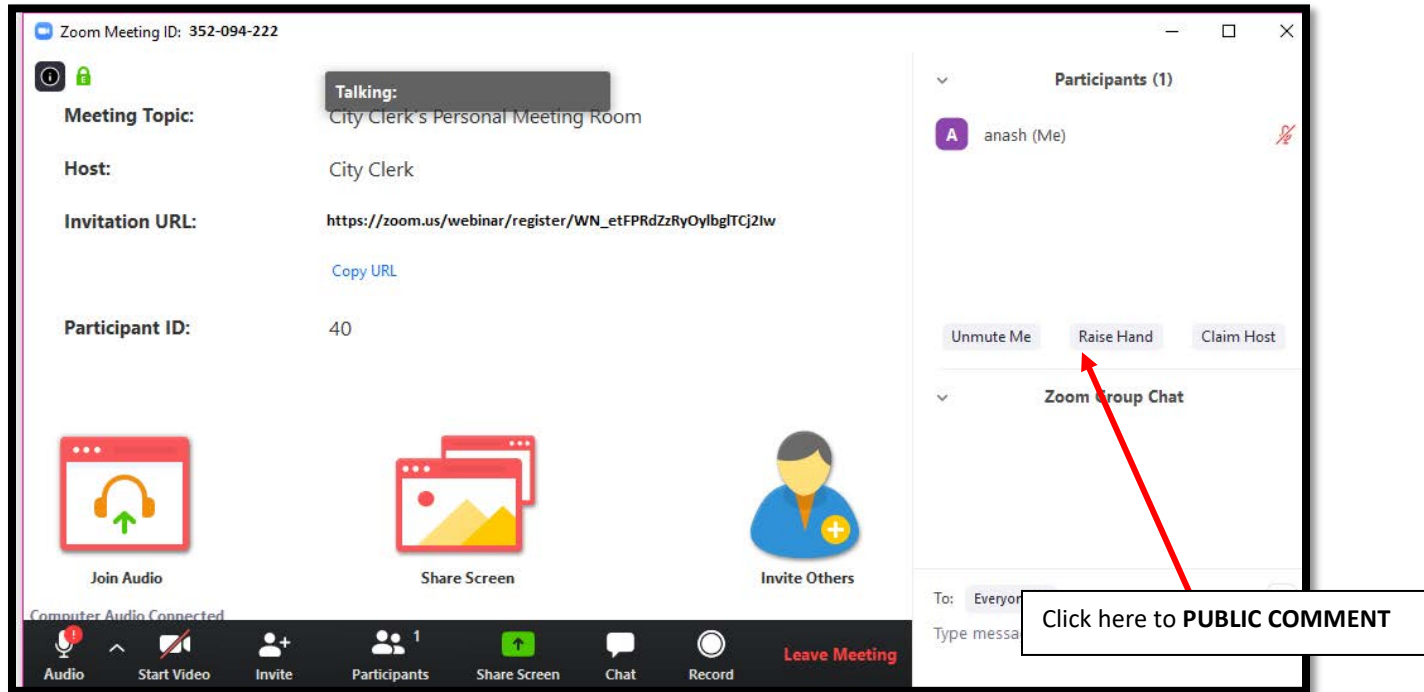
Participant ID:

Done ✓

Call 1-312-626-6799



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3. Use icon **RAISE HAND** to provide Public Comments. You will be unmuted and called upon on in the order received.

SEE WEBSITE LINKS BELOW FOR MORE TUTORIALS

<https://support.zoom.us/hc/en-us/articles/201362193>

<https://support.zoom.us/hc/en-us>

https://www.youtube.com/embed/vFhAEoCF7ig?rel=0&autoplay=1&cc_load_policy=1

**CITY OF ALTOONA, WI
REGULAR COUNCIL MEETING MINUTES
March 12, 2020**

(I) Call Meeting to Order

Mayor Brendan Pratt called the meeting to order at 6:00 p.m. held in the Council Chambers at Altoona City Hall.

(II) Pledge of Allegiance

Mayor Pratt led the Common Council and others in attendance in the Pledge of Allegiance.

(III) Roll Call

City Clerk Cindy Bauer called the roll. Mayor Brendan Pratt, Council Members Dale Stuber, Andrew Schlafer, Matt Biren, Tim Sexton, and Susan Rowe were present. Red Hanks was present via phone. Also Present: City Attorney John Behling, City Administrator Michael Golat, Director of Public Works/City Engineer David Walter, City Planner Joshua Clements, and City Clerk Cindy Bauer.

(IV) Citizen Participation Period

Bruce Barker of the Chippewa Valley Technical College was present to provide some information regarding a Referendum that will be on the April 7, 2020 Spring Ballot. Barker gave some background information regarding their mission and explained the purpose of the referendum.

Motion by Sexton/Rowe to close the Citizen Participation Period. **Motion carried.**

(V) Approval of minutes.

Motion by Rowe/Sexton to approve the minutes of the February 27, 2020 Regular Council Meeting. Biren and Stuber abstained. **Motion carried.**

(VI) City Officers/Department Heads Report

Marissa Stanley of the Eau Claire City/County Health Department was present to provide information regarding COVID-19 for Eau Claire County. The Eau Claire City/County Health Department will be providing a public information notice on Friday, March 13, 2020 at 1:30 p.m. City Administrator Golat briefed the Council on a City of Altoona COVID-19 Action Plan.

City Committee Reports – None.

(VII) Unfinished Business – None.

(VIII) New Business

(1) Discuss/consider approval of a combined General Implementation Plan and Specific Implementation Plan for “The Fairway” at the corner of N. Willson Drive and Fairway Drive.

City Planner Clements referred to the proposed Specific Implementation Plan: “The Fairway” and Staff Report 20-03B (2020-0302). Clements noted that this was discussed at the March 10 Plan Commission and recommended approval by the Plan Commission.

Clements explained that the Specific Implementation Plan (SIP) illustrates the architecture and site design elements for The Fairway, a proposed 53-unit building at the NW corner of N. Willson Drive and Fairway Drive. The proposed development area is 1.62-acres and is an undeveloped parcel. The land was previously assembled by WI DOT as part of the Highway 53 project, and acquired by the City in 2019. The property is owned by the City of Altoona and is subject to a purchase agreement by the petitioner. Clements said vehicle access is proposed from a primary driveway located on Fairway Drive to access structured and surface parking, and a secondary driveway from N. Willson to access a smaller surface parking area. A total of 53 covered automobile parking

spaces and 38 surface spaces exceed the minimum required.

Since this area was DOT Right-of-way, it was not included in any existing general plans for land use plans of the City. Therefore, the proposed action is to consider a General Implementation Plan and Specific Implementation Plan in a single action.

See enclosed Staff Report for further description and analysis.

Staff recommends that the Council **approve** of the combined General Implementation Plan and Specific Implementation Plan as generally consistent with the River Prairie Design Guidelines and Standards with the following proposed conditions:

A. Landscaping [RPDG IX 6]

1. Boulevard trees shall be added along the N. Willson frontage at 30' maximum spacing (approx. 280 feet of frontage, 9-10 specimens). Avoid planting within 5 feet of underground utilities and inlets.

B. Building and Architectural Standards [RPDG IX 7]

1. All exterior lighting on the site shall be downcast, full cut-off design and be shielded to prevent spillover of direct light onto adjacent properties [*Altoona Municipal Code 19.59.030 (H)*].
2. Any/all mechanical equipment, including roof-mounted units, shall be appropriately screened by building-compatible materials or landscaping [RPDG, IX 7 H].
3. KNOX boxes shall be located by the primary street-facing entrances, nearest to FDC location. Confirm location prior to installation with Altoona Fire Department.
4. Building and site signs shall appeal for sign permits. Insufficient information provided for review at this time.
5. City of Altoona utility staff shall be provided access to appropriate utility room(s) for metering purposes.

C. Utilities

1. Add an additional hydrant north of the north driveway, within the City right-of-way. Placement shall be reviewed and approved by the Altoona Fire Department and/or City Engineer.
2. If the building features a sprinkler system, the Fire Department Connection (FDC) shall be 4" STORTZ and shall be located either (A) near the southeast corner of the building near the entrance and directly accessible to the small parking lot; or (B) on the northwest façade near the building entrance. Final placement shall be reviewed and approved by Altoona Fire Department.
3. Submittal and successful review of final *storm water plan* and *civil site plan* by City Engineer as described in the *Altoona Municipal Code* Chapter 14.

D. Operational

1. The petitioner shall acquire lodging license and pertinent permits through Eau Claire County Health Department if any units are offered for hospitality purposes, as defined by State Statue.
2. The Development Agreement shall be executed to address proposed modification to existing storm water pond, and modification/construction of public facilities.

Motion by Sexton/Biren to approve the combined General Implementation Plan and Specific Implementation Plan for The Fairway with staff recommended conditions. **Motion carried.**

(VIII)(2) Discuss/consider approval of Resolution 3A-20, a Preliminary Resolution of the Common Council of the City of Altoona, declaring intent to exercise its police powers pursuant to Section 66.0703 of Wisconsin Statutes to specially assess for the 2020 Street & Utility Reconstruction project.

City Engineer/Director of Public Works (CE/DPW) Walter explained Resolution 3A-20, a preliminary resolution of the Common Council of the City of Altoona, declaring intent to exercise its police powers pursuant to Section 66.0703 of Wisconsin Statutes to specially assess for the 2020 Street & Utility Reconstruction project.

The scope of the project includes reconstruction of the following street segments.

1. Thompson Drive from Devney Drive to Knollwood Trail.
2. Knollwood Trail from Thompson Drive to approximately 460 feet east.
3. 1st Street East, from Lynn Avenue to the north end.

Items included in the project consist of grading, gravel, asphaltic concrete paving, concrete curb and gutter, sidewalk replacement, driveway apron replacement, water service replacement, storm sewer, and lawn restoration. As in the past, Altoona has used the special assessment process to fund a portion of the project.

The first step in the special assessment process is for the Council to pass the preliminary resolution declaring intent to exercise its police powers pursuant to section 66.0703 of Wisconsin Statutes and setting the date of the public hearing on the assessment for March 26, 2020 at 6:00 p.m. (or as soon thereafter as is practical). The preliminary resolution also directs City staff to prepare a Preliminary Assessment Report, which includes a schedule of the proposed assessments. Once completed, the report will be placed on file at City Hall for public inspection.

Walter noted that there will be an information meeting on Wednesday, March 18, 2020 from 6-7:00 p.m. for residents to provide them with an opportunity to learn more about the project. Council Members are also invited to attend that informational meeting.

Motion by Biren/Sexton to approve Resolution 3A-20, a preliminary resolution of the Common Council of the City of Altoona, declaring intent to exercise its police powers pursuant to Section 66.0703 of Wisconsin Statutes to specially assess for the 2020 Street & Utility Reconstruction project and set the date for public hearing at 6:00 p.m. on March 26, 2020. **Motion carried.**

(VIII)(3) Discuss/consider appropriation of funds for Comprehensive Planning technical assistance services.

City Planner Clements explained that this item was discussed at the March 10 Plan Commission. The Plan Commission recommend approval to appropriate funds for Comprehensive Planning technical assistance services as budget allows. Clements said the Comprehensive Plan for the City was adopted in 2009 and amended in 2014. Per State Statute, the Comp Plan must be amended not less than every ten years. This item has been on the Planning Department work plan since 2016.

Completion of the Parks Plan has been viewed as a higher priority in terms of timing. However, given the pace of development, capital projects, and economic development projects that require staff time, the Parks Plan is not yet completed, and focus remains on that project. Staff anticipate development activity to remain at similar levels for the immediate future.

City Planner Clements said in order to effectively complete a quality planning process that critically examines development opportunities and challenges, and successfully engages the general populace and key stakeholders, staff recommends allocating additional funds for technical assistance. The proposed/desired timeline is for initiation of the planning process by late spring (May/June) for substantial completion by end of 2020. Staff are currently evaluating potential scope of services and seeking preliminary opinions of probable cost. That information is not yet received at the time of meeting packet preparation and will be provided as soon as possible. The proposed scope of technical assistance is likely to include:

- (1) GIS/Mapping;
- (2) Public Participation (or substantial portions thereof);
- (3) Assistance with specific elements of the plan, such as transportation and utilities.

The City has contracted with West Central Wisconsin Regional Planning for GIS/Mapping services. The largest variable is the public participation, which typically requires a substantial portion of the planning process time. There are multiple methodologies and tools that are utilized in public participation, each with differing resource requirements, timing, and outcomes. Questions for the Plan Commission and Council include:

- (1) Methodology for engagement-
 - (a) Many (12-18) facilitated community meetings with topic-specific tracks and community-generated content;
 - (b) Fewer (3-5) facilitated "open houses" with general city-wide topics, or one meeting per topic;
- (2) How much resources to invest;
- (3) Amount of time for engagement activities to be conducted and concluded
- (4) Breadth and depth of engagement and "deliverables/results" from engagement activities/tools

Dedicating additional resources to the Comprehensive Plan will require a budget amendment. Staff proposes that Council consider this action within the next month such that, if approved, contracting may take place to begin planning activities.

Motion by Rowe/Sexton to approve direction to staff to prepare a budget amendment to allocate funds for Comprehensive Planning technical assistance services. **Motion carried.**

(VIII)(4) 4 - Discuss/consider approval of Bartender Licenses for the 2019-2020 licensing period as submitted by Clerk Bauer.

City Clerk Bauer received bartender license applications for the licensing period of July 1, 2019 through June 30, 2020. Council Members were provided a report prepared by the Police Chief Bakken recommending approval of all bartender license(s) submitted.

Motion by Biren/Stuber to approve the bartender licenses for the 2019-2020 licensing period as submitted by Clerk Bauer. **Motion carried.**

(VIII)(7) Discuss / consider placement of flag pole in River Prairie Park as requested by the Eau Claire County Veterans Tribute Foundation.

City Administrator Golat explained that the Chippewa Valley Veterans Tribute would like to propose the placement of an oversized flag located on the east side of River Prairie Park. Proposed size of the pole is 80'-130' with the flag being approximately 30'x40'. The flag would act as a "feature" landmark to the upcoming Veterans Tribute that will be breaking ground this year. We would name it "Old Glory" and the intention is to have the flag seen from Highway 53, and to become a landmark representing the Veterans Tribute and surrounding River Prairie Park.

Motion by Schlafer/Sexton to approve placement of flag pole in River Prairie Park as requested by the Eau Claire County Veterans Tribute Foundation subject to positive recommendation by the Parks & Recreation Board. **Motion carried.**

Council Member Hanks left the meeting.

(VIII)(5) Discuss/consider convening in closed session pursuant to Wis. Stats: 19.85 (1)(e). A. Purchase and/or sale of property.

Motion by Stuber/Sexton to convene in closed session at 7:12 p.m. pursuant to Wis. Stats. 19.85 (1)(e). Roll call vote, 5-ayes, Stuber, Sexton, Rowe, Schlafer, Biren, 0-nays. **Motion carried 5-0.**

(VIII)(6) Motion to reconvene to Open Session.

A. Purchase and/or sale of property.

Motion by Stuber/Sexton to reconvene in open session at 9:10 p.m. Roll call vote, 5-ayes, Biren, Stuber, Schlafer, Sexton, Rowe, 0-nays. **Motion carried 5-0.**

Draft Minutes

City Administrator Golat explained that there were items discussed in Closed Session pertaining to the sale of city property, one requiring action, that being the WB-40 Amendment to Offer to Purchase from Adam Mohr, Compass, LLC to change the closing date for Lot 12 located in the Northwest Quadrant of River Prairie Development.

Motion by Sexton/Biren to accept the WB-40 Amendment to Offer to Purchase from Adam Mohr, Compass, LLC originally accepted on October 10, 2019 to change the closing date from March 27 to April 24, 2020 as set forth in the terms of the WB-40 amendment. **Motion carried.**

(IX) Miscellaneous Business and Communication – none.

(X) Adjournment.

Motion by Sexton/Stuberwe to adjourn at 9:11 p.m. **Motion carried.**

Minutes submitted by Cindy Bauer, City Clerk

**CITY OF ALTOONA, WI
SPECIAL COUNCIL MEETING MINUTES
March 18, 2020**

(I) Call Meeting to Order

Mayor Brendan Pratt called the special meeting to order at 2:00 p.m. held in the Council Chambers at Altoona City Hall.

(II) Pledge of Allegiance

Mayor Pratt led the Common Council and others in attendance in the Pledge of Allegiance.

(III) Roll Call

City Clerk Cindy Bauer called the roll. Mayor Brendan Pratt, Council Members Dale Stuber, Andrew Schlafer, Matt Biren, Tim Sexton, and Susan Rowe were present. Red Hanks was present via phone. Also Present: City Attorney John Behling, City Administrator Michael Golat, Police Chief Kelly Bakken, Fire Chief Mark Renderman, Management Analyst Roy Atkinson and City Clerk Cindy Bauer.

(IV) Citizen Participation Period

Motion by Rowe/Stuber to close the Citizen Participation Period. **Motion carried.**

(V) New Business

(1) Discuss/consider ratification, alteration, modification or repeal of Mayoral Proclamation declaring an emergency in the City of Altoona in response to COVID-19 related matters, signed on March 17, 2020.

City Administrator provided the Mayor and Council Members with a memorandum which provided an update on City Operations in the Departments such as Public Works, Police Department, Fire Department, EMS, and City Hall operations.

City Administrator Golat explained that on March 17, 2020, the Mayor signed a proclamation declaring an emergency in the City of Altoona in response to COVID-19 related matters. The proclamation is intended to accomplish the following:

- Allows Preparedness for a Flexible and Timely response to an identified national and state health emergency with strong potential for local impacts and the ability to implement necessary community responses.
- Permits remote attendance options for City Council, board and committee meetings and cancelation of non-essential meetings while facilitating reasonable public access to meetings within current social gathering recommendations.

Fire Chief Renderman updated the Council on EMS Services and staff protocol.

City administrator Golat said the proclamation was signed yesterday to show a unified response with Eau Claire County and the City of Eau Claire. State Statute provides that upon the Mayor proclaiming an emergency, the Council shall meet as soon as possible to ratify, alter, modify or repeal the proclamation of emergency.

Police Chief Bakken updated the Council on Police Services and staff protocol. Bakken said they have limited access to the Emergency Services Building.

Motion by Biren/Stuber to ratify the Mayoral proclamation signed March 17, 2020 in response to COVID-19 related matters. **Motion carried.**

(VI) Miscellaneous Business and Communication – none.

(VII) Adjournment.

Motion by Biren/Stuber to adjourn at 2:45 p.m. **Motion carried.**

Minutes submitted by Cindy Bauer, City Clerk

THE CITY of *Altoona*

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of **THURSDAY, MARCH 26** Council Meeting Items

Provided below for your consideration is a summary of the **THURSDAY, MARCH 26** Council Meeting agenda items.

(VII) UNFINISHED BUSINESS

(VIII) NEW BUSINESS

ITEM 1 - Public Hearing at 6:00 p.m. or as soon thereafter as is practical authorizing street and utility improvements and levying special assessments against benefited property for the 2020 Street and Utility Reconstruction Project, with possible action to follow.

A public hearing is scheduled to consider input from interested parties and affected property owners regarding the 2020 Street & Utility Reconstruction project. Specifically, testimony will be heard on proposed special assessments. The public hearing has been properly noticed consistent with State Statutes. All affected property owners as listed in the Eau Claire County tax roll have been notified and have been provided a copy of their estimated assessments.

The scope of the project includes reconstruction of the following street segments.

1. Thompson Drive from Devney Drive to Knollwood Trail.
2. Knollwood Trail from Thompson Drive to approximately 460 feet east.
3. 1st Street East, from Lynn Avenue to the north end.

Items included in the project consist of grading, gravel, asphaltic concrete paving, concrete curb and gutter, sidewalk replacement, driveway apron replacement, water service replacement, storm sewer, and lawn restoration. As in the past, Altoona has used the special assessment process to fund a portion of the project.

A copy of the Preliminary Assessment Report is attached for your consideration.

Suggested motion: I move to close the public hearing.

NOTE: Council may choose to make a motion directing staff to make changes consistent with City Code as necessary in response to citizen testimony at this time. The final resolution will be presented at an upcoming scheduled meeting.

ITEM 2 - Presentation of Annual Storm Water Report

The City of Altoona is a Municipal Separate Storm Sewer System (MS4) permit holder as designated by the Wisconsin Department of Natural Resources. As an MS4 permit holder, the City is required to submit an annual report to the DNR for review. Prior to submittal, the governing body must be apprised of the contents of the report. A copy of the draft report is attached for your review. Dave Walter, Director of Public Works/City Engineer, will be present to answer any questions regarding the report.

No action is required by Council on this item.

ITEM 3 - Discuss/Consider a Development Agreement between the City of Altoona and Fairway Capital, LLC for The Fairway.

See enclosed:

- Development Agreement: City of Altoona & Fairway Capital, LLC

As you may recall, the General and Specific Implementation Plan for “The Fairway” was approved on March 12. The project is a 53-unit residential building and associated site improvements upon a 1.6 acre parcel currently owned by the City and subject to sale contract.

The proposed Development Agreement with Fairway Capital, LLC covers modifying and restoring existing public facilities (stormwater pond, streets) and construction of new public utilities (sidewalks) at the developer’s expense to ensure replacement meets City standards.

Suggested Motion: I move to approve/not approve the Development Agreement between the City of Altoona and Fairway Capital LLC for “The Fairway” and authorize the Mayor to sign upon provision of the performance guarantee.

ITEM 4 - Discuss/Consider a License Agreement between the City of Altoona and Fairway Capital LLC

See enclosed:

- License Agreement: City of Altoona & Fairway Capital, LLC

The proposed License Agreement would allow the developer, Fairway Capital, LLC to commence cutting of trees and preparing the site at N. Willson and Fairway Drive for development. Given the early spring, this is intended to reduce the likelihood of impacts from cutting oak trees and spreading oak wilt disease.

This would also assist the developer in potentially getting started a few weeks earlier, prior to closing purchase of the property from the City. All pertinent erosion control and other permits will be required.

Suggested Motion: I move to approve/not approve the Lease Agreement between the City of Altoona and Fairway Capital LLC.

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of THURSDAY, MARCH 26 Council Meeting Items

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Items included in the project consist of grading, gravel, asphaltic concrete paving, concrete curb and gutter, sidewalk replacement, driveway apron replacement, water service replacement, storm sewer, and lawn restoration. As in the past, Altoona has used the special assessment process to fund a portion of the project.

A copy of the Preliminary Assessment Report is attached for your consideration.

Suggested motion: I move to close the public hearing.

NOTE: Council may choose to make a motion directing staff to make changes consistent with City Code as necessary in response to citizen testimony at this time. The final resolution will be presented at an upcoming scheduled meeting.



PRELIMINARY SPECIAL ASSESSMENT REPORT

2020 Street & Utility Improvements

City of Altoona, WI

Project No. 2020-01/02

Prepared by:

Engineering Division
1303 Lynn Avenue
Altoona, WI 54720
Phone: (715)839-6092

Preliminary Special Assessment Report

2020 Street & Utility Improvements

**REPORT ON PROPOSED SPECIAL ASSESSMENTS FOR PUBLIC IMPROVEMENTS
AGAINST PROPERTIES LOCATED IN ALTOONA, WISCONSIN**

INTRODUCTION

This report is submitted in accordance with the requirements of §66.0705, Stats., and the preliminary resolution of the municipal governing body of Altoona, Wisconsin, dated March 12, 2020, determining to levy special assessments on benefited properties for the public improvements itemized in Schedule B of this report to be made in the assessment district described in the preliminary resolution.

PURPOSE OF PROJECT

The purpose of the project is to reconstruct portions of Thompson Drive, Knollwood Trail, and 1st Street East with asphaltic pavement, concrete curb & gutter, storm sewer, water services, driveways, and sidewalks, all of which are in a state of disrepair or were lacking.

This report consists of the following schedules attached hereto:

Schedule A – Preliminary Plans and Specifications (On file at City Hall);

Schedule B - Estimate of Entire Cost of Proposed Improvements;

Schedule C – Method of Determining Assessments

Schedule D – Proposed Assessments

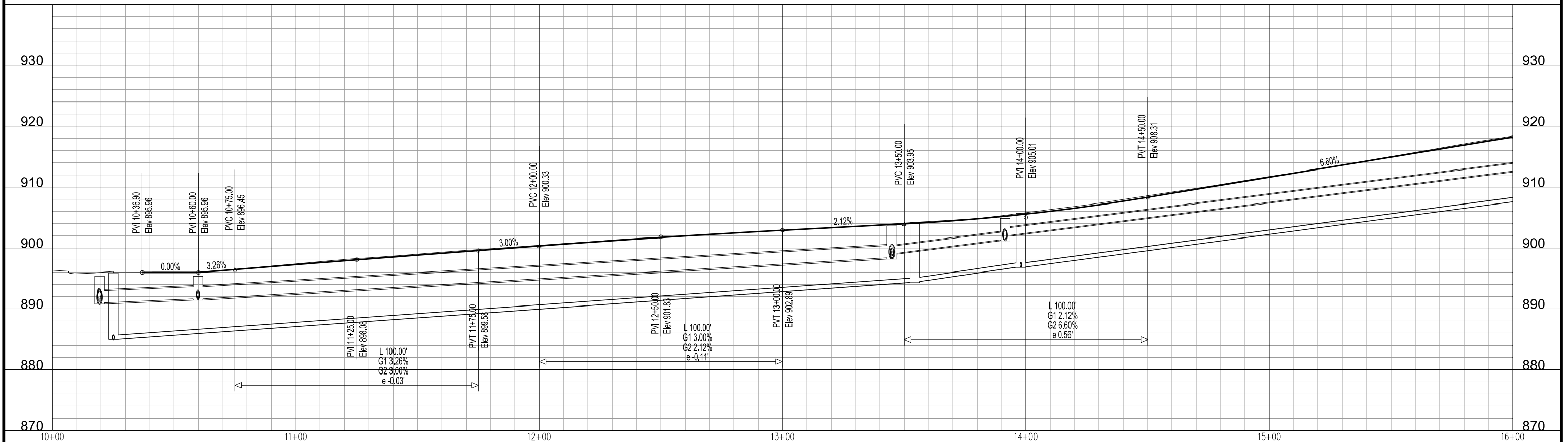
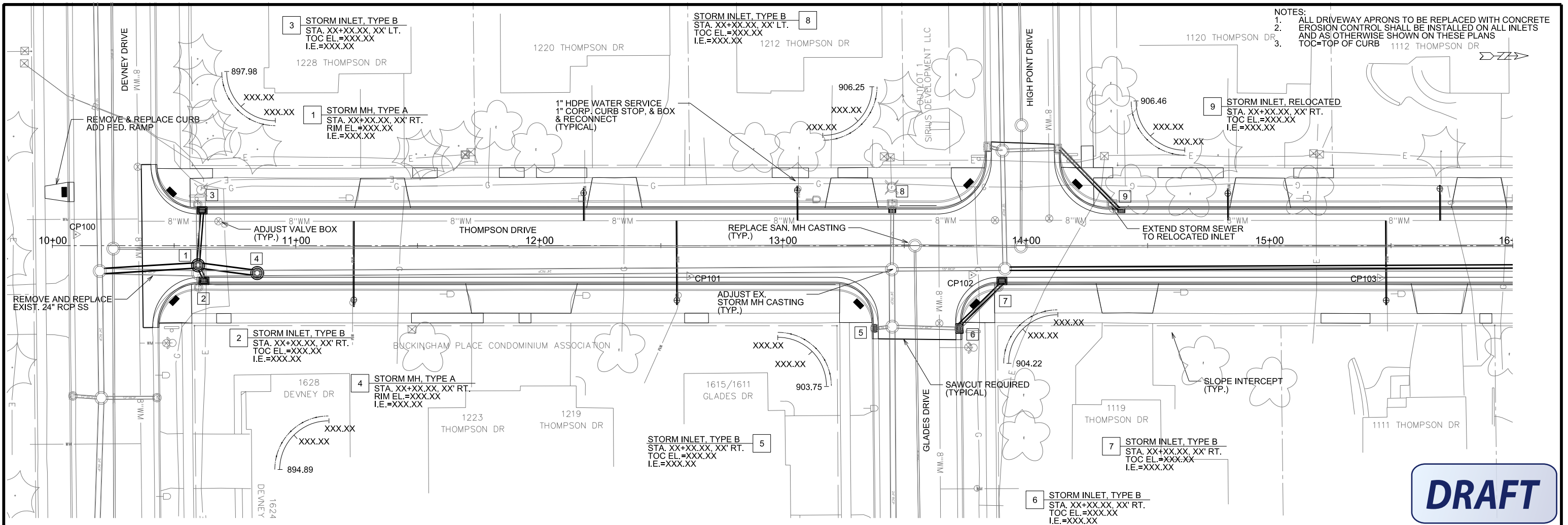
Schedule E – Preliminary Resolution

Preliminary Special Assessment Report

2020 Street & Utility Improvements

SCHEDULE A –Plans and Specifications

(Standard Specifications on File at City Hall)



NO.	BY	DATE	REVISIONS

THE CITY of
Altoona

Engineering Division
1303 Lynn Avenue
Altoona, WI 54720
715-839-6092 Fax: 715-839-1800

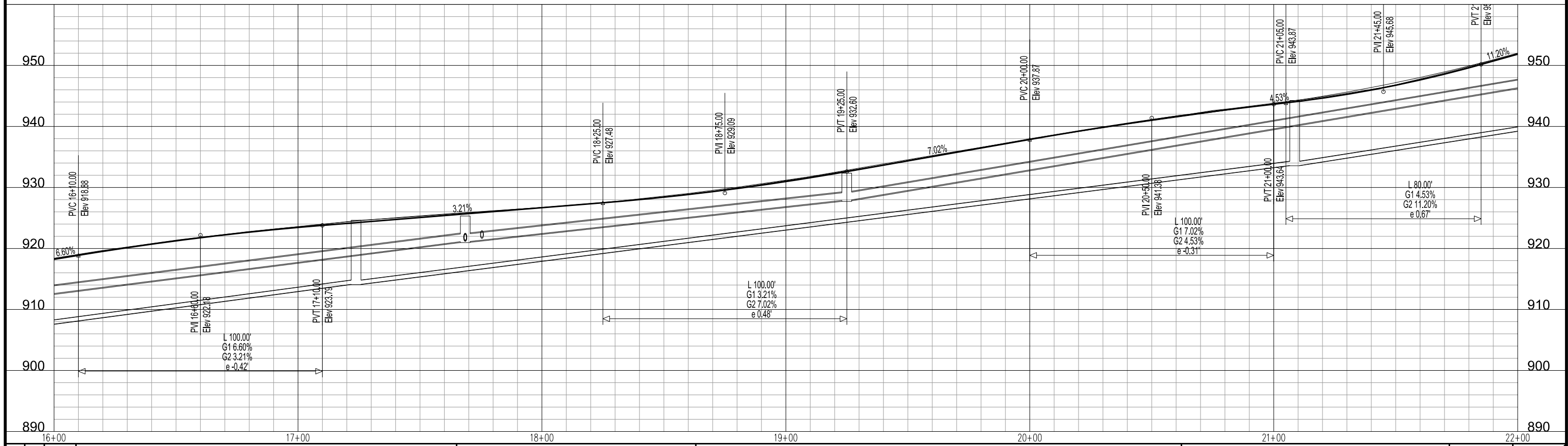
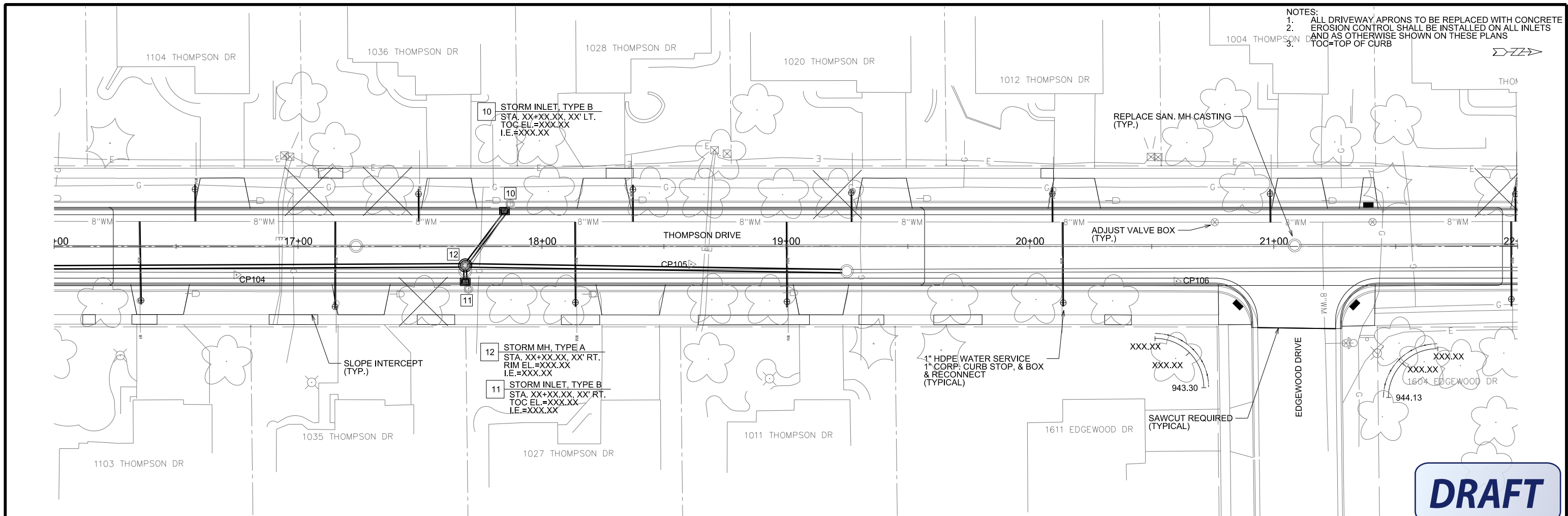
2020 STREET & UTILITY RECONSTRUCTION
CITY OF ALTOONA
EAU CLAIRE COUNTY, WISCONSIN

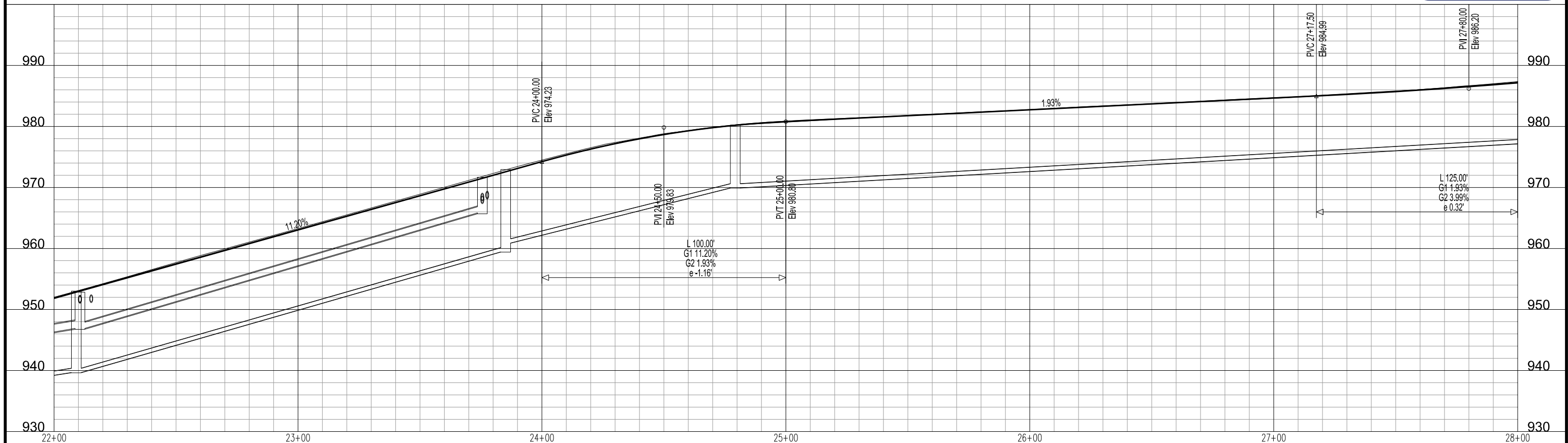
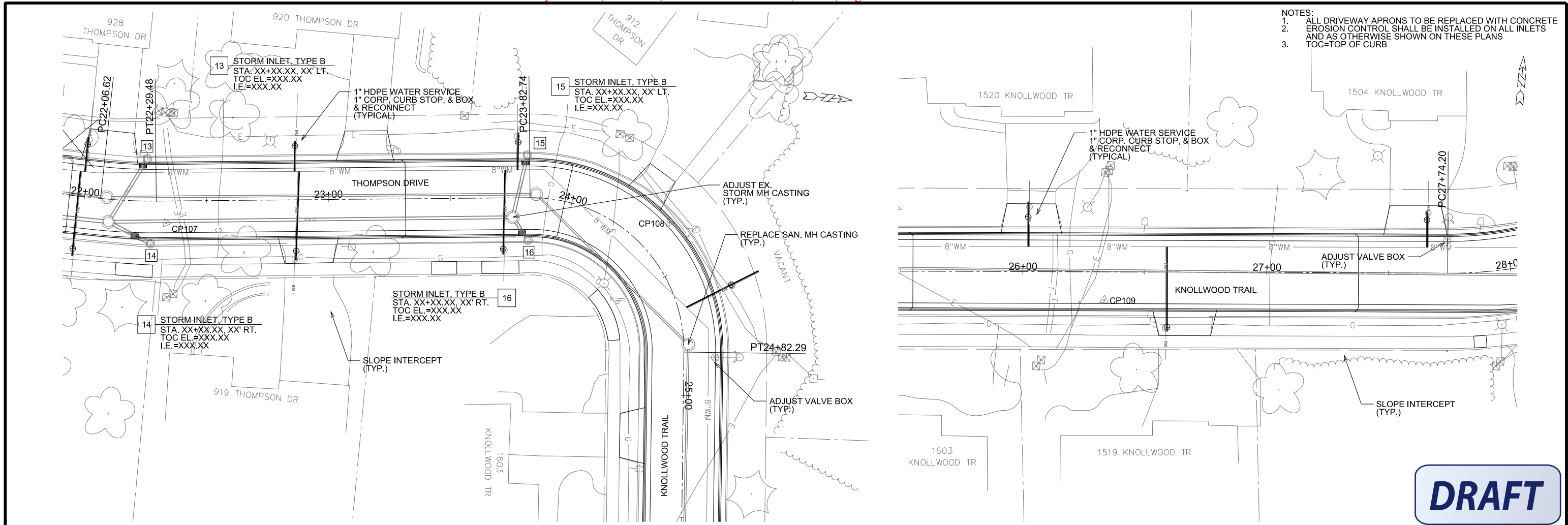
PLAN & PROFILE THOMPSON DRIVE & KNOLLWOOD TRAIL

PROJECT NO.	
2020-01/02	

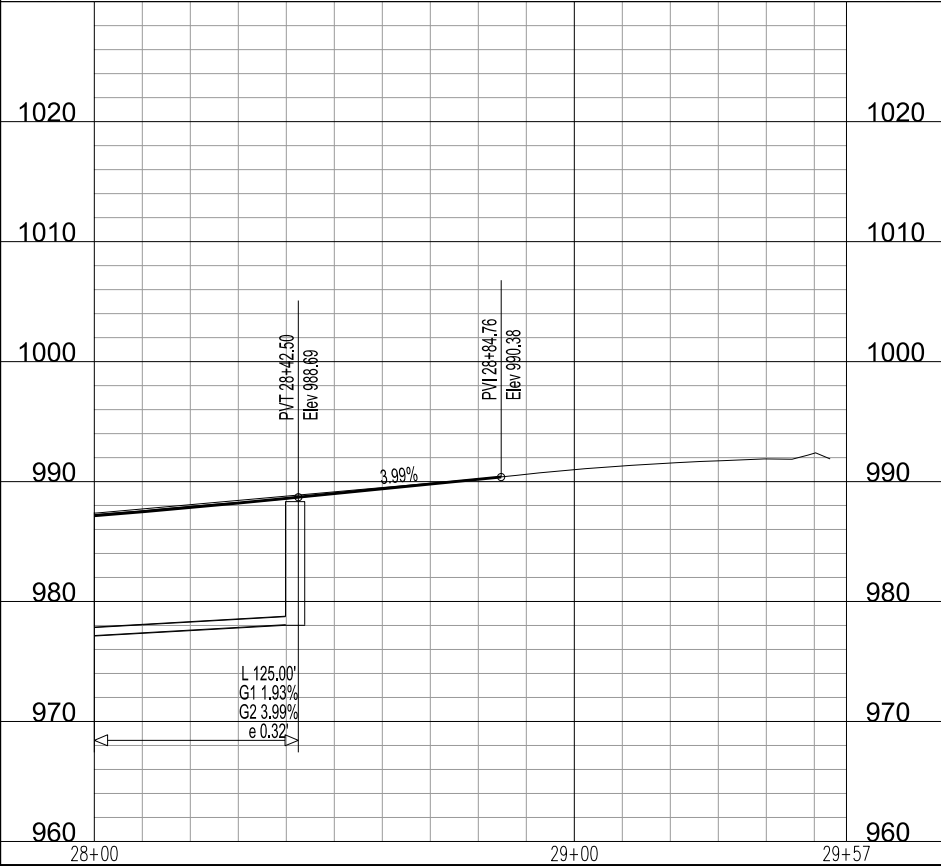
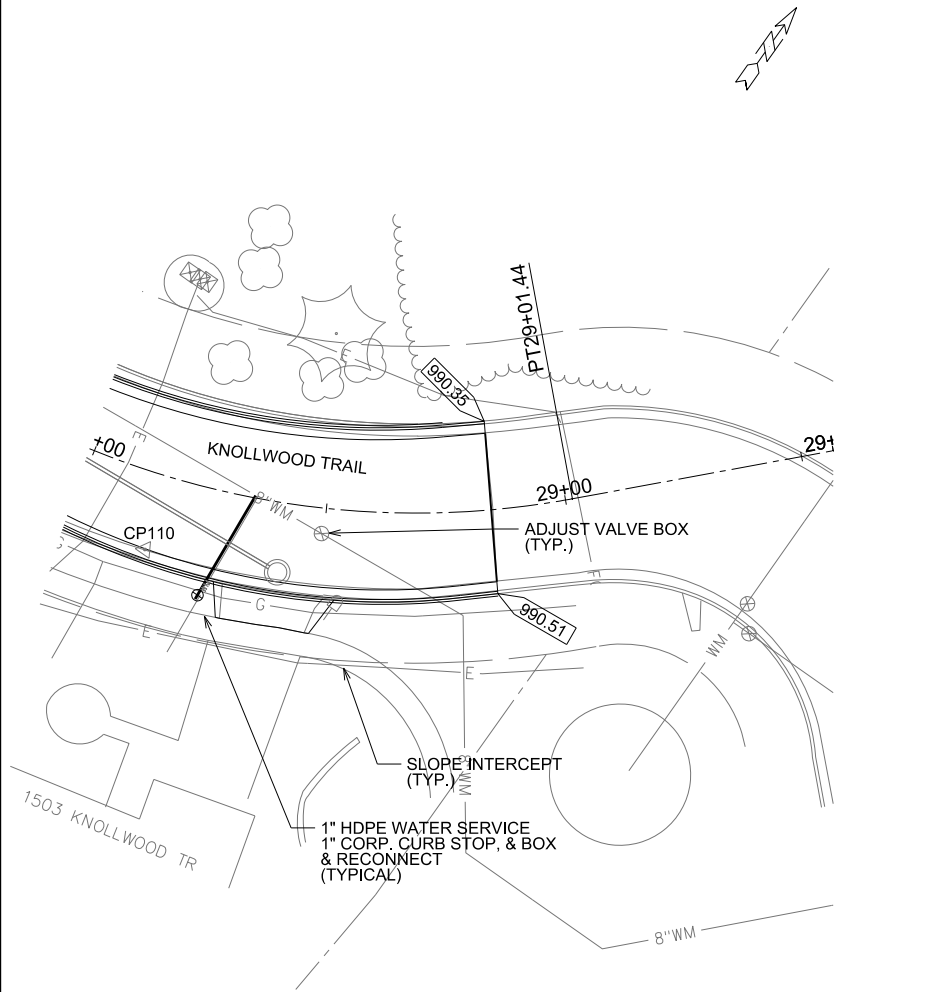
DATE
03/13/20

X





- NOTES:
- 1. ALL DRIVEWAY APRONS TO BE REPLACED WITH CONCRETE
 - 2. EROSION CONTROL SHALL BE INSTALLED ON ALL INLETS AND AS OTHERWISE SHOWN ON THESE PLANS
 - 3. TOC=TOP OF CURB



DRAFT

NO.	BY	DATE	REVISIONS

THE CITY of
Altoona
Engineering Division
1303 Lynn Avenue
Altoona, WI 54720
715-839-6092 Fax: 715-839-1800

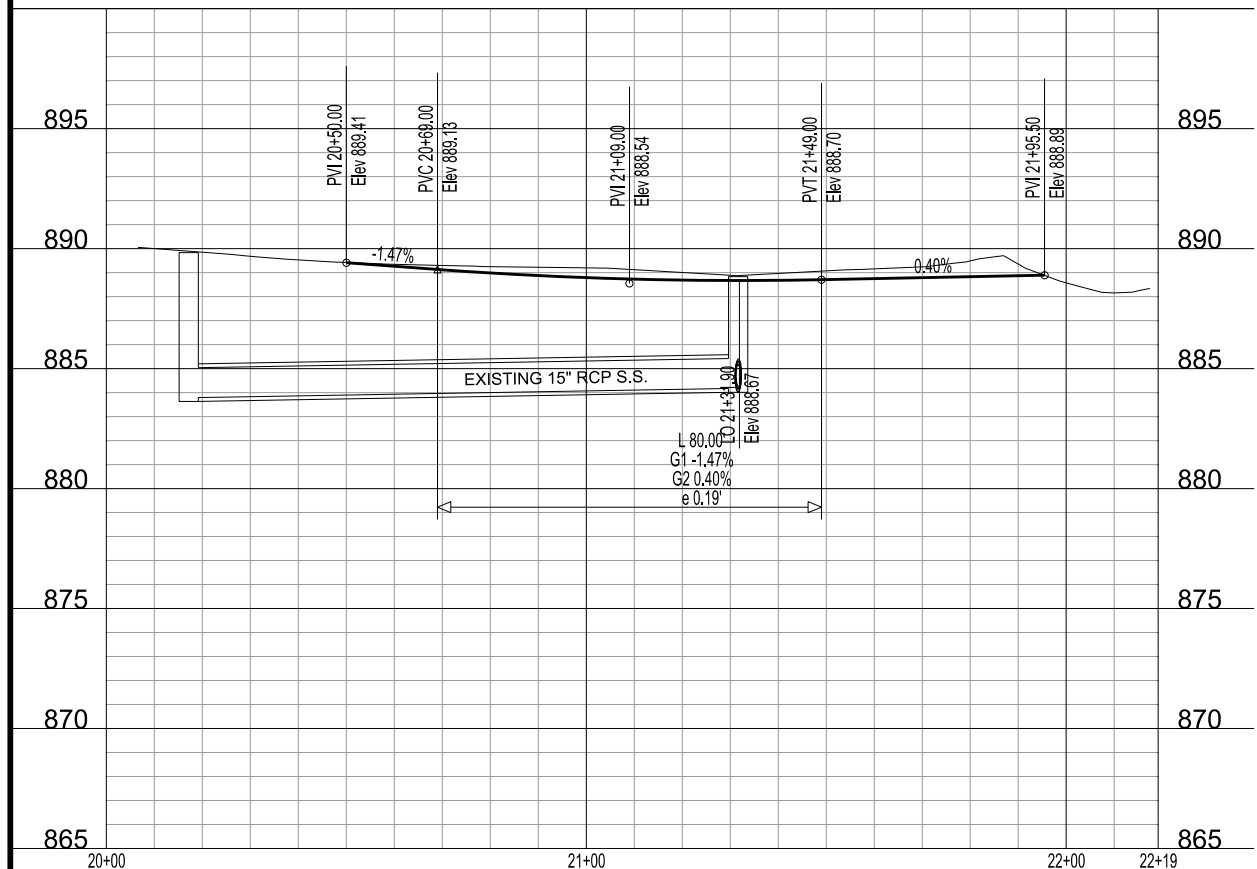
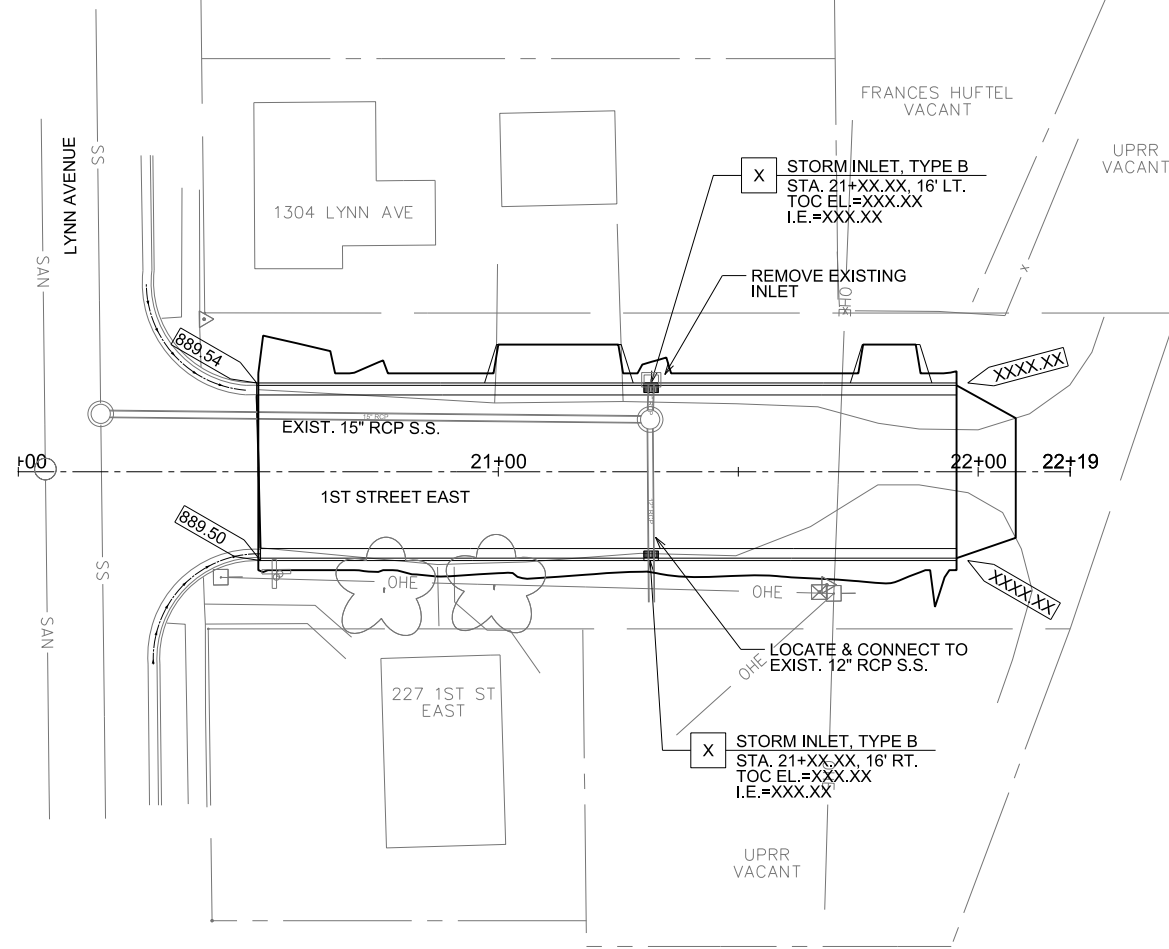
2020 STREET & UTILITY RECONSTRUCTION
CITY OF ALTOONA
EAU CLAIRE COUNTY, WISCONSIN

PLAN & PROFILE
THOMPSON DRIVE &
KNOLLWOOD TRAIL

PROJECT NO.
2020-01/02
DATE
03/13/20

X

- NOTES:
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2020 STREET & UTILITY RECONSTRUCTION
CITY OF ALTOONA
EAU CLAIRE COUNTY, WISCONSIN

1ST STREET EAST

PROJECT NO. 2020-01/02	X
DATE 03/13/20	

Preliminary Special Assessment Report

2020 Street & Utility Improvements

SCHEDULE B – Estimate of Entire Cost of Proposed Improvements

**ESTIMATED COST OF IMPROVEMENTS
2020 STREET & UTILITY RECONSTRUCTION
CITY OF ALTOONA, WISCONSIN**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT
201.0120	CLEARING	65.00	ID	\$ 10.00	\$ 650.00
201.0220	GRUBBING	65.00	ID	\$ 10.00	\$ 650.00
204.0100	REMOVE CONCRETE PAVEMENT	381.00	SY	\$ 7.00	\$ 2,667.00
204.0110	REMOVE ASPHALTIC SURFACE	7,064.00	SY	\$ 2.00	\$ 14,128.00
204.0150	REMOVE CURB AND GUTTER	3,681.00	LF	\$ 3.00	\$ 11,043.00
204.0155	REMOVE CONCRETE SIDEWALK	322.00	SY	\$ 5.00	\$ 1,610.00
204.0210	REMOVE MANHOLE MASONRY	1.00	EA	\$ 300.00	\$ 300.00
204.0220	REMOVE INLETS	14.00	EA	\$ 250.00	\$ 3,500.00
205.0115	UNCLASSIFIED EXCAVATION (PLAN QUANTITY)	3,258.00	CY	\$ 10.00	\$ 32,580.00
205.0120	SUBCUT ROAD, PLACE FABRIC, & GRANULAR BACKFILL	7,147.00	SY	\$ 12.00	\$ 85,764.00
211.0600	PREPARATION OF SUBBASE	7,771.00	SY	\$ 1.50	\$ 11,656.50
305.0140	CRUSHED AGGREGATE BASE COURSE	2,260.00	CY	\$ 26.00	\$ 58,760.00
416.0160	CONCRETE DRIVEWAY, 6-INCH	7,451.00	SF	\$ 6.00	\$ 44,706.00
455.0605	ASPHALTIC MATERIAL FOR TACK COAT	627.70	GA	\$ 3.50	\$ 2,196.95
460.1100	HMA ASPHALT PAVEMENT, 3 LT 58-28 S	659.00	TN	\$ 61.00	\$ 40,199.00
460.1101	HMA ASPHALT PAVEMENT, 4 LT 58-28 S	659.00	TN	\$ 66.00	\$ 43,494.00
601.0411	CONCRETE CURB AND GUTTER, 30-INCH, TYPE D	3,986.00	LF	\$ 13.00	\$ 51,818.00
602.0400	TRUNCATED DOME DETECTABLE WARNING FIELD	10.00	EA	\$ 400.00	\$ 4,000.00
602.0405	CONCRETE SIDEWALK, 4-INCH	1,656.00	SF	\$ 4.50	\$ 7,452.00
602.0415	CONCRETE SIDEWALK, 6-INCH	3,266.00	SF	\$ 6.00	\$ 19,596.00
608.1208	12-INCH STORM SEWER 00'-08' DEEP CL 3 RCP	111.00	LF	\$ 40.00	\$ 4,440.00
608.1508	15-INCH STORM SEWER 00'-08' DEEP CL 3 RCP	530.00	LF	\$ 45.00	\$ 23,850.00
608.2408	24-INCH STORM SEWER 00'-08' DEEP CL 3 RCP	63.00	LF	\$ 55.00	\$ 3,465.00
611.0245	MANHOLE MASONRY - STORM SEWER	3.72	VF	\$ 425.00	\$ 1,581.00
611.0320	INLET MASONRY - TYPE B	15.00	EA	\$ 1,200.00	\$ 18,000.00
611.1642	MANHOLE CASTING TYPE A LID A, B, OR C - STORM	11.00	EA	\$ 500.00	\$ 5,500.00
611.3067	INLET CASTING - TYPE BV (36" WIDE, VANE)	15.00	EA	\$ 600.00	\$ 9,000.00
611.8110	ADJUSTING MANHOLE COVERS	17.00	EA	\$ 400.00	\$ 6,800.00
611.8115	ADJUSTING INLET COVERS	15.00	EA	\$ 200.00	\$ 3,000.00
612.0104	PIPE UNDERDRAIN, PERFORATED, 4-INCH	3,445.00	LF	\$ 15.00	\$ 51,675.00
630.0520	LAWN REPLACEMENT, TYPE C (SEEDING) (PLAN QUANTITY)	2,385.00	SY	\$ 7.50	\$ 17,887.50
690.0100	SAWING	648.00	LF	\$ 2.00	\$ 1,296.00
701.0100	MANHOLE CASTING - SANITARY	8.00	EA	\$ 470.00	\$ 3,760.00
707.0200	INSULATION, 4' X 8' X 2" SHEETS	87.00	EA	\$ 75.00	\$ 6,525.00
802.0100	WATER SERVICE, 1-INCH HDPE	694.00	LF	\$ 28.00	\$ 19,432.00
804.0100	TAP AND CORPORATION STOP, 1-INCH	29.00	EA	\$ 200.00	\$ 5,800.00
805.0100	VALVE AND BOX, 1-INCH	29.00	EA	\$ 225.00	\$ 6,525.00
819.1000	ADJUST VALVE BOX	9.00	EA	\$ 175.00	\$ 1,575.00
ESTIMATED CONSTRUCTION TOTAL					\$ 626,881.95

Preliminary Special Assessment Report

2020 Street & Utility Improvements

SCHEDULE C – Method of Determining Assessments

**2020 STREET & UTILITY RECONSTRUCTION
METHOD OF DETERMINING ASSESSMENTS
THOMPSON DRIVE & KNOLLWOOD TRAIL**

3/13/2020

ROADWAY ITEMS

Item	Unit	Item Number	Estimated Quantity	Estimated Unit Price	Estimated Total Price
CLEARING	ID	201.0120	65.00	10.00	650.00
GRUBBING	ID	201.0220	65.00	10.00	650.00
REMOVE CONCRETE PAVEMENT	SY	204.0100	381.00	7.00	2,667.00
REMOVE ASPHALTIC SURFACE	SY	204.0110	7,064.00	2.00	14,128.00
REMOVE CURB AND GUTTER	LF	204.0150	3,676.00	3.00	11,028.00
UNCLASSIFIED EXCAVATION (PLAN QUANTITY)	CY	205.0115	2,895.00	10.00	28,950.00
SUBCUT ROAD, PLACE FABRIC, & GRANULAR BACKFILL	SY	205.0120	7,147.00	12.00	85,764.00
PREPARATION OF SUBBASE	SY	211.0600	7,147.00	1.50	10,720.50
CRUSHED AGGREGATE BASE COURSE	CY	305.0140	2,068.00	26.00	53,768.00
ADJUSTING MANHOLE COVERS	EA	611.8110	16.00	400.00	6,400.00
LAWN REPLACEMENT, TYPE C (SEEDING) (PLAN QUANTITY)	SY	630.0520	2,300.00	7.50	17,250.00
CONSTRUCTION TOTAL					\$ 231,975.50

Total Assessable Property Frontage 3452.71
Street Rights-of-Way: 201.3
TOTAL ASSESSABLE FOOTAGE: 3653.96 L.F.
ASSESSABLE COST PER LINEAR FOOT:

\$ 63.49 per L.F.

CURB AND GUTTER

Item	Unit	Item Number	Estimated Quantity	Estimated Unit Price	Estimated Total Price
CONCRETE CURB AND GUTTER, 30-INCH, TYPE D	LF	601.0411	3,690.00	13.00	47,970.00
CONSTRUCTION TOTAL					\$ 47,970.00

NOTE: The direct cost (unit price) of curb and gutter repair will be assessed to the property owner.
ASSESSABLE COST PER LINEAR FOOT:

\$13.00 per L.F.

CONCRETE SIDEWALK, 4-INCH

Item	Unit	Item Number	Estimated Quantity	Estimated Unit Price	Estimated Total Price
CONCRETE SIDEWALK, 4-INCH	SF	602.0405	1,656.00	4.50	7,452.00
CONSTRUCTION TOTAL					\$ 7,452.00

NOTE: The direct cost (unit price) of sidewalk will be assessed to the property owner.
ASSESSABLE COST PER SQUARE FOOT:

\$4.50 per S.F.

CONCRETE SIDEWALK, 6-INCH

Item	Unit	Item Number	Estimated Quantity	Estimated Unit Price	Estimated Total Price
CONCRETE SIDEWALK, 6-INCH	SF	602.0415	3,266.00	6.00	19,596.00
CONSTRUCTION TOTAL					\$ 19,596.00

NOTE: The direct cost (unit price) of sidewalk will be assessed to the property owner.
ASSESSABLE COST PER SQUARE FOOT:

\$6.00 per S.F.

CONCRETE DRIVEWAY, 6-INCH

Item	Unit	Item Number	Estimated Quantity	Estimated Unit Price	Estimated Total Price
CONCRETE DRIVEWAY, 6-INCH	SF	416.016	7,107.00	6.00	42,642.00
CONSTRUCTION TOTAL					\$ 42,642.00

NOTE: The direct cost (unit price) of concrete driveway will be assessed to the property owner, if the existing driveway was unimproved.
ASSESSABLE COST PER SQUARE FOOT:

\$6.00 per S.F.

ASPHALTIC DRIVEWAY, 2-INCH

NOTE: The direct cost (unit price) of asphaltic driveway will be assessed to the property owner. A material unit weight of 120 lbs/S.Y. per inch of thickness will be used to calculate tonnage for driveways.

ASSESSABLE COST PER TON:

\$66.00 per TON

2020 STREET & UTILITY RECONSTRUCTION
METHOD OF DETERMINING ASSESSMENTS

1ST STREET EAST

3/13/2020

ROADWAY ITEMS

Item	Unit	Item Number	Estimated Quantity	Estimated Unit Price	Estimated Total Price
REMOVE CURB AND GUTTER	LF	204.0150	5.00	3.00	15.00
UNCLASSIFIED EXCAVATION (PLAN QUANTITY)	CY	205.0115	363.00	10.00	3,630.00
PREPARATION OF SUBBASE	SY	211.0600	624.00	1.50	936.00
CRUSHED AGGREGATE BASE COURSE	CY	305.0140	192.00	26.00	4,992.00
ADJUSTING MANHOLE COVERS	EA	611.8110	1.00	400.00	400.00
LAWN REPLACEMENT, TYPE C (SEEDING) (PLAN QUANTITY)	SY	630.0520	85.00	7.50	637.50
CONSTRUCTION TOTAL					\$ 10,610.50

Total Assessable Property Frontage 337.2
Street Rights-of-Way: 0.0
TOTAL ASSESSABLE FOOTAGE: 337.2 L.F.
ASSESSABLE COST PER LINEAR FOOT:

\$ 31.47 per L.F.

CURB AND GUTTER

Item	Unit	Item Number	Estimated Quantity	Estimated Unit Price	Estimated Total Price
CONCRETE CURB AND GUTTER, 30-INCH, TYPE D	LF	601.0411	296.00	13.00	3,848.00
CONSTRUCTION TOTAL					\$ 3,848.00

NOTE: The direct cost (unit price) of curb and gutter will be assessed to the property owner.
ASSESSABLE COST PER LINEAR FOOT:

\$13.00 per L.F.

CONCRETE DRIVEWAY, 6-INCH

Item	Unit	Item Number	Estimated Quantity	Estimated Unit Price	Estimated Total Price
CONCRETE DRIVEWAY, 6-INCH	SF	416.0160	344.00	6.00	2,064.00
CONSTRUCTION TOTAL					\$ 2,064.00

NOTE: The direct cost (unit price) of concrete driveway will be assessed to the property owner.
ASSESSABLE COST PER SQUARE FOOT:

\$6.00 per S.F.

ASPHALTIC DRIVEWAY, 2-INCH

NOTE: The direct cost (unit price) of asphaltic driveway will be assessed to the property owner. A material unit weight of 120 lbs/S.Y. per inch of thickness will be used to calculate tonnage for driveways.

ASSESSABLE COST PER TON:

\$66.00 per TON

Preliminary Special Assessment Report

2020 Street & Utility Improvements

SCHEDULE D - Proposed Assessments.

The properties, listed below, against which the proposed assessments are to be levied, are benefited by the proposed improvement because the existing roadway and utilities are in a state of disrepair.

The City has an adopted special assessment ordinance which provides credit for items that have not reached the end of their intended design life. In general, roadway items have been deemed to expect a 30-year life. Historical records indicate that streets in both districts are in excess of 30 years of age, therefore, no credits will be granted. Other credits, such as corner lot credits, are included and described elsewhere in this report. Water services will be replaced as standard practice within the City of Altoona.

PARCEL NUMBER	OWNER	PROPERTY ADDRESS	PROPERTY FRONTAGE	ASSESSABLE FRONTAGE	ASSESS. CONC. AREAS - S.F.			ASSESS. ASPHALT DRIVE AREA	GRADING & GRAVEL			CURB & GUTTER			SIDEWALK		DRIVEWAY		ASSESSMENT TOTAL
			L.F.	L.F.	4 INCH SW	6 INCH SW	6 INCH DRIVE.	S.F.	L.F.	L.F.	\$63.49 /L.F.	L.F.	L.F.	\$13.00 /L.F.	4 INCH COST/S.F.	6 INCH COST/S.F.	6 INCH COST/S.F.	2 INCH ASPHALTIC COST/TON	
Thompson Drive-West Side																			
201223501000	SHARI L & CHRISTOPHER R I'ANSON	1228 THOMPSON DR	116.14	116.14	78.0	0.00	0.00	0.00	0.00	116.14	\$ 7,373.27	0.00	116.14	\$ 1,509.82	\$ 351.00	\$ -	\$ -	\$ -	\$ 9,234.09
201223410000	JOHN N & MARY J RAEDEL	1220 THOMPSON DR	88.00	88.00	124.0	0.00	0.00	0.00		88.00	\$ 5,586.77		88.00	\$ 1,144.00	\$ 558.00	\$ -	\$ -	\$ -	\$ 7,288.77
201223409000	ANDREW RIECHERS MINDY ROMANOWICH-RIECHERS	1212 THOMPSON DR	88.00	88.00	60.0	51.00	0.00	0.00		88.00	\$ 5,586.77		88.00	\$ 1,144.00	\$ 270.00	\$ 306.00	\$ -	\$ -	\$ 7,306.77
201231710000	SIRIUS DEV LLC	OUTLOT 1	18.75	18.75	0.0	0.00	0.00	0.00	0.00	18.75	\$ 1,190.36	0.00	18.75	\$ 243.75	\$ -	\$ -	\$ -	\$ -	\$ 1,434.11
201223407000	JAMES D II & JULIE L BURHOP	1120 THOMPSON DR	88.00	88.00	177.0	0.00	0.00	0.00	0.00	88.00	\$ 5,586.77	0.00	88.00	\$ 1,144.00	\$ 796.50	\$ -	\$ -	\$ -	\$ 7,527.27
201223406000	BARBARA GINSKEY	1112 THOMPSON DR	88.00	88.00	0.0	0.00	0.00	0.00		88.00	\$ 5,586.77		88.00	\$ 1,144.00	\$ -	\$ -	\$ -	\$ -	\$ 6,730.77
201223405000	HOSMANN TRUST	1104 THOMPSON DR	88.00	88.00	0.0	0.00	0.00	0.00		88.00	\$ 5,586.77		88.00	\$ 1,144.00	\$ -	\$ -	\$ -	\$ -	\$ 6,730.77
201223404000	MATTHEW W & TRINIDAD W HUMPHREYS	1036 THOMPSON DR	88.00	88.00	41.0	0.00	0.00	0.00		88.00	\$ 5,586.77		88.00	\$ 1,144.00	\$ 184.50	\$ -	\$ -	\$ -	\$ 6,915.27
201223403000	MICHAEL & RACHEL TORUD TRUST	1028 THOMPSON DR	88.00	88.00	0.0	45.00	0.00	0.00		88.00	\$ 5,586.77		88.00	\$ 1,144.00	\$ -	\$ 270.00	\$ -	\$ -	\$ 7,000.77
201223402000	JAMES D & MARY J JOLLEY	1020 THOMPSON DR	88.00	88.00	0.0	0.00	0.00	0.00		88.00	\$ 5,586.77		88.00	\$ 1,144.00	\$ -	\$ -	\$ -	\$ -	\$ 6,730.77
201223401000	AMANDA MARQUARDT SCOTT MARQUARDT	1012 THOMPSON DR	88.00	88.00	21.0	0.00	0.00	0.00		88.00	\$ 5,586.77		88.00	\$ 1,144.00	\$ 94.50	\$ -	\$ -	\$ -	\$ 6,825.27
201223310000	CHARLES J & JOSEPHINE D ADRIAN	1004 THOMPSON DR	88.00	88.00	0.0	0.00	0.00	0.00		88.00	\$ 5,586.77		88.00	\$ 1,144.00	\$ -	\$ -	\$ -	\$ -	\$ 6,730.77
201223309060	JOSEPH ROBINSON GRACE BURGESS JANE BURGESS	928 THOMPSON DR	97.20	97.20	0.0	0.00	0.00	0.00		97.20	\$ 6,170.84		97.20	\$ 1,263.60	\$ -	\$ -	\$ -	\$ -	\$ 7,434.44
201223309070	DAVID BENSON LEIGH BENSON	920 THOMPSON DR	115.64	115.64	0.0	0.00	0.00	0.00		115.64	\$ 7,341.53		115.64	\$ 1,503.32	\$ -	\$ -	\$ -	\$ -	\$ 8,844.85
201223309080	JAMES D & DARLA J LAU	912 THOMPSON DR	100.98	100.98	0.0	0.00	0.00	0.00		100.98	\$ 6,410.82		100.98	\$ 1,312.74	\$ -	\$ -	\$ -	\$ -	\$ 7,723.56
Thompson Drive-East Side																			
	BUCKINGHAM PLACE CONDO ASSOC. ¹		264.00	264.00	162.00	40.00	0.00	0.00	0.00	264.00	\$ 16,760.32	0.00	264.00	\$ 3,432.00	\$ 729.00	\$ 240.00	\$ -	\$ -	\$ 21,161.32
201223602000	GILBERT A & DONNA M GANTHER	1119 THOMPSON DR	116.30	116.30	0.00	0.00	0.00	0.00	0.00	116.30	\$ 7,383.43	0.00	116.30	\$ 1,511.90	\$ -	\$ -	\$ -	\$ -	\$ 8,895.33
201223601000	TRISHA YATES MATTHEW YATES	1111 THOMPSON DR	88.00	88.00	101.00	0.00	0.00	0.00		88.00	\$ 5,586.77		88.00	\$ 1,144.00	\$ 454.50	\$ -	\$ -	\$ -	\$ 7,185.27
201223510000	WILLIAM APPLEBAUGH GWENDOLYN APPLEBAUGH	1103 THOMPSON DR	88.00	88.00	20.00	41.00	0.00	0.00		88.00	\$ 5,586.77		88.00	\$ 1,144.00	\$ 90.00	\$ 246.00	\$ -	\$ -	\$ 7,066.77
201223509000	MATTHEW SNYDER DANIELLE SNYDER	1035 THOMPSON DR	88.00	88.00	142.00	0.00	0.00	0.00		88.00	\$ 5,586.77		88.00	\$ 1,144.00	\$ 639.00	\$ -	\$ -	\$ -	\$ 7,369.77
201223508000	MARILYN BERGMANN	1027 THOMPSON DR	88.00	88.00	63.00	0.00	0.00	0.00		88.00	\$ 5,586.77		88.00	\$ 1,144.00	\$ 283.50	\$ -	\$ -	\$ -	\$ 7,014.27
201223507000	PAUL J & CONNIE I KOPACZEWSKI	1011 THOMPSON DR	88.00	88.00	208.00	17.00	0.00	0.00		88.00	\$ 5,586.77		88.00	\$ 1,144.00	\$ 936.00	\$ 102.00	\$ -	\$ -	\$ 7,768.77
201223506000	THOMAS W & SHARON S WINEINGER	1611 EDGEWOOD DR	132.00	132.00	124.00	0.00	0.00	0.00	0.00	132.00	\$ 8,380.16	0.00	132.00	\$ 1,716.00	\$ 558.00	\$ -	\$ -	\$ -	\$ 10,654.16
201223309010	JOANNA FRANZ	1604 EDGEWOOD DR	90.11	90.11	76.00	0.00	0.00	0.00	0.00	90.11	\$ 5,720.73	0.00	90.11	\$ 1,171.43	\$ 342.00	\$ -	\$ -	\$ -	\$ 7,234.16
201223309020	DONNA BLUM	919 THOMPSON DR	90.00	90.00	0.00	0.00	0.00	0.00		90.00	\$ 5,713.74		90.00	\$ 1,170.00	\$ -	\$ -	\$ -	\$ -	\$ 6,883.74
201223309030	THOMAS WISLINSKY CONNIE WISLINSKY	1603 KNOLLWOOD TRL	112.21	112.21	237.00	0.00	0.00	0.00		112.21	\$ 7,123.77		112.21	\$ 1,458.73	\$ 1,066.50	\$ -	\$ -	\$ -	\$ 9,649.00
Knollwood Trail-North Side																			
201223309090	JAMES D & DARLA J LAU	VACANT	111.81	111.81	0.00	0.00	0.00	0.00		111.81	\$ 7,098.38		111.81	\$ 1,453.53	\$ -	\$ -	\$ -	\$ -	\$ 8,551.91
201223309100	JACK P & GLENDA M HOGGATT	1520 KNOLLWOOD TRL	150.00	150.00	0.00	0.00	0.00	0.00		150.00	\$ 9,522.91		150.00	\$ 1,950.00	\$ -	\$ -	\$ -	\$ -	\$ 11,472.91
201223309110	GLORIA KRUEGER JEREMY KRUEGER	1504 KNOLLWOOD TRL	254.03	196.00	0.00	0.00	0.00	0.00		196.00	\$ 12,443.27		196.00	\$ 2,548.00	\$ -	\$ -	\$ -	\$ -	\$ 14,991.27
Knollwood Trail-South Side														0.00					
201223309030	THOMAS WISLINSKY CONNIE WISLINSKY	1603 KNOLLWOOD TRL	118.50	118.50	0.00	0.00	0.00	0.00	66.00	52.50	\$ 3,333.02	66.00	52.50	\$ 682.50	\$ -	\$ -	\$ -	\$ -	\$ 4,015.52
201223309040	MICHAEL C & KRISTEN M OLSON	1519 KNOLLWOOD TRL	95.00	95.00	0.00	0.00	0.00	0.00		95.00	\$ 6,031.18		95.00	\$ 1,235.00	\$ -	\$ -	\$ -	\$ -	\$ 7,266.18
201223309050	KATHRYN BORCHERS WARNER	1503 KNOLLWOOD TRL	213.57	208.07	25.00	0.00	0.00	0.00		208.07	\$ 13,209.54		208.07	\$ 2,704.91	\$ 112.50	\$ -	\$ -	\$ -	\$ 16,026.95

TOTALS	3516.2	3452.7								\$ 215,008.85			\$ 44,027.23	\$ 7,114.50	\$ 1,164.00	\$ -	\$ -	\$ 267,665.58
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NOTES

1. Per Eau Claire County, owners of units within the Buckingham Place Condominium Association retain a 1/30th interest in the common areas and elements. The total shown above is for the entire affected frontage of the common area along Thompson Drive.

2. The City will continue to review records with respect to prior assessments that may have been levied against corner properties, and will apply credits as necessary.

CITY OF ALTOONA
2020 STREET AND UTILITY RECONSTRUCTION - PRELIMINARY SPECIAL ASSESSMENTS
ASSESSMENT UNIT COST BASED ON ENGINEER'S ESTIMATE

PARCEL NUMBER	OWNER	PROPERTY ADDRESS	PROPERTY FRONTAGE	ASSESSABLE FRONTAGE	ASSES. CONC. DRIVE. AREA	ASSES. ASPHALT DRIVE. AREA	GRADING & GRAVEL			CURB & GUTTER			DRIVEWAY		ASSESSMENT TOTAL
							CORNER LOT CREDIT	ASSES. FRONTAGE	ASSES.	CORNER LOT CREDIT	ASSES. FRONTAGE	ASSES.	6 INCH COST/S.F.	2 INCH ASPHALTIC COST/TON	
			L.F.	L.F.	S.F.	S.F.	L.F.	L.F.	\$31.47 /L.F.	L.F.	L.F.	\$13.00 /L.F.	\$6.00	\$66.00	
1st Street East															
201200210000	JENNIFER SZYDEL	1304 LYNN AVE	132.00	132.00	0.00	0.00	53.00	79.00	\$ 2,485.78	0.00	132.00	\$ 1,716.00	\$ -	\$ -	\$ 4,201.78
201200104000	FRANCES HUFTEL	VACANT	27.00	27.00	0.00	0.00		27.00	\$ 849.57		27.00	\$ 351.00	\$ -	\$ -	\$ 1,200.57
201200103000	ATTN: PROPERTY TAX UNION PACIFIC RR CO	VACANT	43.60	10.00	0.00	0.00		10.00	\$ 314.66		10.00	\$ 130.00	\$ -	\$ -	\$ 444.66
201202606000	ATTN: PROPERTY TAX UNION PACIFIC RR CO	VACANT	101.50	90.21	0.00	0.00		90.21	\$ 2,838.51		90.21	\$ 1,172.73	\$ -	\$ -	\$ 4,011.24
201202607000	KAREN BEHNKE	227 1ST ST E	78.00	78.00	0.00	0.00	61.00	17.00	\$ 534.91	0.00	78.00	\$ 1,014.00	\$ -	\$ -	\$ 1,548.91
			382.1	337.2				223.2	\$ 7,023.43			\$ 4,383.73	\$ -	\$ -	\$ 11,407.16

NOTE: Corner lot credits will be granted for previous assessment levied for the 2010 Spooner Avenue-CTH A Rehabilitation project.

Preliminary Special Assessment Report

2020 Street & Utility Improvements

SCHEDULE E – Preliminary Resolution.

RESOLUTION NO: 3A-20

A preliminary resolution of the Common Council of the City of Altoona, Wisconsin declaring intent to exercise its police powers pursuant to Section 66.0703 of Wisconsin Statutes to specially assess for the 2020 Street & Utility Reconstruction project.

THE COMMON COUNCIL OF THE CITY OF ALTOONA, WISCONSIN, DO HEREBY RESOLVE AS FOLLOWS:

1. The Common Council of the City of Altoona hereby declares intent to exercise its special police powers pursuant to Section 66.0703 Wisconsin Statutes, by levying special assessments upon properties in the areas hereinafter described for the benefits conferred upon said properties by the reconstruction generally consisting of grading, gravel, asphaltic concrete paving, concrete curb and gutter, sidewalk replacement, driveway apron replacement, water service replacement, storm sewer, and lawn restoration.

The construction will include the following street segments.

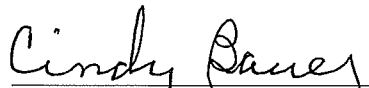
- a) Thompson Drive from Devney Drive to Knollwood Trail
 - b) Knollwood Trail from Thompson Drive to approximately 460 feet east.
 - c) 1st Street East, from Lynn Avenue to the north end.
2. The amount assessed against said district shall not exceed the total cost of the improvements. The Common Council determines that such improvements shall be made under police power pursuant to Section 66.0703, Wisconsin Statutes, and the amount assessed against each parcel of land shall be based on assessable improvements.
3. The assessments against any parcel of land may be paid in cash or in the number of installments to be determined at the public hearing on the proposed assessments.
4. The Director of Public Works is directed to prepare a report consisting of:
 - A. Final plans and specifications for said improvements.
 - B. An estimate of the entire cost of the proposed improvements.
 - C. A schedule of the proposed assessments, and
 - D. Upon completion of said report, the Director of Public Works shall file a copy thereof with the City Clerk for public inspection.
5. Upon receiving the report of the Director of Public Works, the City Clerk is directed to publish a Class 1 notice of public hearing on said report, to be held not less than ten (10) days after publication, as specified in Section 66.0703, Wisconsin Statutes, and the City Clerk is further directed to mail a copy, of such notice to every interested person whose post office address is known, or can be ascertained with reasonable diligence, at least ten (10) days before the public hearing.

The Public Hearing shall be held in the Council Chambers of City Hall, 1303 Lynn Avenue, Altoona, Wisconsin at 6:00 p.m. on the 26th day of March, 2020.

Introduced and adopted this 12th day of March, 2020


Brendan Pratt, Mayor

ATTEST:


Cindy Bauer, City Clerk

Approved: 3/12/20

Published: notice – 3/16/20

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of THURSDAY, MARCH 26 Council Meeting Items

Provided below for your consideration is a summary of the THURSDAY, MARCH 26 Council Meeting agenda items.

(VII) UNFINISHED BUSINESS

(VIII) NEW BUSINESS

ITEM 2 - Presentation of Annual Storm Water Report

The City of Altoona is a Municipal Separate Storm Sewer System (MS4) permit holder as designated by the Wisconsin Department of Natural Resources. As an MS4 permit holder, the City is required to submit an annual report to the DNR for review. Prior to submittal, the governing body must be apprised of the contents of the report. A copy of the draft report is attached for your review. Dave Walter, Director of Public Works/City Engineer, will be present to answer any questions regarding the report.

No action is required by Council on this item.

Submittal of Annual Reports and other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is **deleted**.

Reporting Information

Will you be completing the Annual Report or other submittal type? ☒ Annual Report ☐ Other

Project Name: City of Altoona Annual Report

County: Eau Claire

Municipality: Altoona City

Permit Number: S050075

Facility Number: 26864

Reporting Year: 2019

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable? ☐ Yes ☒ No

Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
 - Public Education and Outreach Annual Report Summary
 - Public Involvement and Participation Annual Report Summary
 - Illicit Discharge Detection and Elimination Annual Report Summary
 - Construction Site Pollution Control Annual Report Summary
 - Post-Construction Storm Water Management Annual Report Summary
 - Pollution Prevention Annual Report Summary
 - Leaf and Yard Waste Management
 - Municipal Facility (BMP) Inspection Report
 - Municipal Property SWPPP
 - Municipally Property Inspection Report
 - Winter Road Maintenance
 - Storm Sewer Map Annual Report Attachment
 - Storm Water Quality Management Annual Report Attachment
 - TMDL Attachment
 - Storm Water Consortium/Group Report

- Municipal Cooperation Attachment
- Other Annual Report Attachment

- Attach the following permit compliance documents as appropriate using the attachments tab above
 - Storm Water Management Program (*S050075-03 general permittees shall have a written storm water management program that describes in detail how the permittee intends to comply with the permit requirements for each minimum control measure. Updated programs are due to the department by March 31, 2021.*)
 - Public Education and Outreach Program
 - Public Involvement and Participation Program
 - Illicit Discharge Detection and Elimination Program
 - Construction Site Pollutant Control Program
 - Post-Construction Storm Water Management Program
 - Pollution Prevention Program
 - Municipal Storm Water Management Facility (BMP) Inventory (*S050075-03 general permittees 2.6.1 - inventory due to the department by March 31, 2021.*)
 - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan (*S050075-03 general permittees 2.6.2 – document due to the department by March 31, 2021.*)
- Sign and Submit form

Do not close your work until you SAVE.

Form 3400-224 (08/19)

Municipal Contact Information- Complete

Notice: Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Note: Compliance items must be submitted using the Attachments tab.

Municipality Information

Name of Municipality Altoona City

Facility ID # or (FIN): 26864

Updated Information: ☐ Check to update mailing address information

Mailing Address: 1303 Lynn Avenue

Mailing Address 2:

City: Altoona

State: Wisconsin

Zip Code: 54720 xxxxx or xxxxx-xxxx

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

☐ Select to **create new** primary contact

First Name: David

Last Name: Walter

☒ Select to **update** current contact information

Title: DPW/City Engineer

Mailing Address: 1303 Lynn Ave

Mailing Address 2:

City: Altoona

State: WI

Zip Code: 54720 xxxxx or xxxxx-xxxx

Phone Number: 534-444-5445 Ext: xxx-xxx-xxxx

Email: davidw@ci.altoona.wi.us

Additional Contacts Information (Optional)

- ☐ I&E Program
- ☐ IDDE Program

**Individual with responsibility for:
(Check all that apply)**

- ☐ IDDE Response Procedure Manual
- ☐ Municipal-wide Water Quality Plan
- ☐ Ordinances
- ☐ Pollution Prevention Program
- ☐ Post-Construction Program
- ☐ Winter roadway maintenance

First Name:

Last Name:

Title:

Mailing Address:

Mailing Address 2:

City:

State:

Zip Code:

xxxxx or xxxxx-xxxx

Phone Number:

Ext:

xxx-xxx-xxxx

Email:

1. Does the municipality rely on another entity to satisfy some of the permit requirements? If yes, enter entity name (government, consultant, group/organization).

☒ Yes ☐ No

☒ Public Education and Outreach: Rain to Rivers

☒ Public Involvement and Participation: Rain to Rivers

☐ Illicit Discharge Detection and Elimination:

☐ Construction Site Pollutant Control:

☐ Post-Construction Storm Water Management:

☐ Pollution Prevention

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

☐ Yes ☒ No

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Form 3400-224 (08/19)

Minimum Control Measures- Section 1 : Complete

1. Public Education and Outreach

a. Complete the following information on Public Education and Outreach Activities related to storm water. Select the Mechanism that best describes how the topic message was conveyed to your population. Use the **Add Activity** to add multiple Mechanisms. For Quantity, choose the range for the number of Mechanisms chosen (i.e., number of workshops, events).

Topic: Detection and elimination of illicit discharges			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Other	Select...	Select...	<input checked="" type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- ☐ Contractors
 ☐ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Other:

Topic: Management of materials that may cause storm water pollution from automobiles, pet waste, household hazardous waste and household practices			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Other	Select...	Select...	<input checked="" type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- ☐ Contractors
 ☐ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Other:

Topic: Beneficial onsite reuse of leaves and grass clippings/proper use of lawn and garden fertilizers and pesticides			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Other	Select...	Select...	<input checked="" type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- ☐ Contractors
 ☐ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Other:

Topic: Management of stream banks and shorelines by riparian landowners to			
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minimize erosion and restore and enhance the ecological value of waterways

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Other</u>	<u>Select...</u>	<u>Select...</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- ☐ Contractors
 ☐ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Other:

Topic: Infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Other</u>	<u>Select...</u>	<u>Select...</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- ☐ Contractors
 ☐ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Other:

Topic: Inform and where appropriate educate those responsible for the design, installation, and maintenance of construction site erosion control practices and storm water management facilities on how to design, install and maintain the practices

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Other</u>	<u>Select...</u>	<u>Select...</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- ☐ Contractors
 ☐ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Other:

Topic: Identify businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences on methods of storm water pollution prevention

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Other</u>	<u>Select...</u>	<u>Select...</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- ☐ Contractors
 ☐ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Other:

Topic: Promote environmentally sensitive land development designs by developers and designers, including green infrastructure and low impact development

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Other</u>	<u>Select...</u>	<u>Select...</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- ☐ Contractors ☐ General Public ☐ Public Employees ☐ Residential ☐ School Groups
☐ Business ☐ Developers ☐ Industries ☐ Other:

Topic: Other (describe):

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Select...</u>	<u>Select...</u>	<u>Select...</u>	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- ☐ Contractors ☐ General Public ☐ Public Employees ☐ Residential ☐ School Groups
☐ Business ☐ Developers ☐ Industries ☐ Other:

b. Brief Public Education and Outreach program information for inclusion in the Annual Report. If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

The City of Altoona continues to participate in the Rain to Rivers consortium. A listing of all group activities completed in 2019 is attached.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (08/19)

Minimum Control Measures - Section 2 : Complete

2. Public Involvement and Participation

a. Complete the following information on Public Education and Outreach Activities related to storm water. Select the mechanism that best describes how the topic message was conveyed to your population. Use the Add Activity to add multiple mechanisms. For Quantity, choose the range for number Mechanisms chosen (i.e., number of workshops, events).

Topic: Storm Water Management Plan and/or updates			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)

Government Event (Public Hearing, Council Meeting, etc)	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No
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Select all applicable participants targeted for this topic.

- ☐ Contractors
 ☐ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Other:

Topic: Storm water related ordinance and/or updates			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Government Event (Public Hearing, Council Meeting, etc)	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable participants targeted for this topic.

- ☐ Contractors
 ☐ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Other:

Topic: MS4 Annual Report			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Government Event (Public Hearing, Council Meeting, etc)	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable participants targeted for this topic.

- ☐ Contractors
 ☐ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Other:

Topic: Volunteer Opportunities			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Public Workshop	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable participants targeted for this topic.

- ☐ Contractors
 ☐ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Other:

Topic: Other (describe) : <input type="text"/>			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Select...	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable participants targeted for this topic .

- ☐ Contractors ☐ General Public ☐ Public Employees ☐ Residential ☐ School Groups
☐ Business ☐ Developers ☐ Industries ☐ Other:

b. Brief Public Involvement and Participation program information for inclusion in the Annual Report.
If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

The City of Altoona continues to participate in the Rain to Rivers consortium. A listing of all group activities completed in 2019 is attached.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/19)

Minimum Control Measures - Section 3 : Complete

3. Illicit Discharge Detection and Elimination

- | | | |
|--|---------------------------------|--|
| a. How many total outfalls does the municipality have? | <input type="text" value="59"/> | <input type="checkbox"/> Unsure |
| b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program? | <input type="text"/> | <input checked="" type="checkbox"/> Unsure |
| c. From the municipality's routine screening, how many were confirmed illicit discharges? | <input type="text" value="0"/> | <input type="checkbox"/> Unsure |
| d. How many illicit discharge complaints did the municipality receive? | <input type="text" value="0"/> | <input type="checkbox"/> Unsure |
| e. From the complaint received, how many were confirmed illicit discharges? | <input type="text" value="0"/> | <input type="checkbox"/> Unsure |
| f. How many of the identified illicit discharges did the municipality eliminate in the reporting year? | <input type="text" value="0"/> | <input type="checkbox"/> Unsure |

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

- g. How many of the following enforcement mechanisms did the municipality use to enforce its illicit discharge ordinance? Check all that apply and enter the number of each used in the reporting year. ☐ Unsure

- | | |
|---|--------------------------------|
| <input checked="" type="checkbox"/> Verbal Warning | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Written Warning (including email) | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Notice of Violation | <input type="text" value="0"/> |
| <input checked="" type="checkbox"/> Civil Penalty/ Citation | <input type="text" value="0"/> |

Additional Information:

- h. Brief Illicit Discharge Detection and Elimination program information for inclusion in the Annual Report.** If your response exceeds the 250 character limit, attach

supplemental information on the attachments page.

No evidence of illicit discharges were detected during the reporting year.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (08/19)

Minimum Control Measures - Section 4 : Complete

4. Construction Site Pollutant Control

- a. How many total construction sites were active at any point in the reporting year? ☐ Unsure
- b. How many construction sites did the municipality issue permits for in the reporting year? ☐ Unsure
- c. Do the above numbers include sites <1 acre? ☒ Yes ☐ No ☐ Unsure
- d. How many erosion control inspections did the municipality complete in the reporting year? ☒ Unsure
- e. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year. ☐ Unsure

☐ No Authority

☒ Verbal Warning

☒ Written Warning (including email)

☒ Notice of Violation

☒ Civil Penalty/ Citation

☒ Stop Work Order

☐ Forfeiture of Deposit

☐ Other - Describe below

- f. Brief Construction Site Pollutant Control program information for inclusion in the Annual Report . If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

We consistently enforce the provisions of Title 14 of the City Code. The City worked with the local DNR on enforcement of one construction site that was in violation of the issued permit. The applicant corrected the violation.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (08/19)

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

- a. How many sites with new structural storm water management facilities* have received local approval ? ☐ Unsure

*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement, catch basin sumps, etc.

- b. How many privately owned storm water management facilities were inspected in the reporting year ? ☒ Unsure

Inspections completed by private land owners should be included in the reported number.

- c. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? ☐ Unsure

Check all that apply and enter the number of each used in the reporting year.

☐ No Authority

☒ Verbal Warning

☒ Written Warning (including email)

☒ Notice of Violation

☒ Civil Penalty/ Citation

☒ Forfeiture of Deposit

☒ Complete Maintenance

☒ Bill Responsible Party

☐ Other - Describe below

- d. Brief Post-Construction Storm Water Management program information for inclusion in the Annual Report . If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

The City consistently enforces the provisions of Title 14 of the City Code.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (08/19)

Minimum Control Measures - Section 6 : Complete

6. Pollution PreventionStorm Water Management Facility Inspections (ponds, biofilters, etc.) ☐ Not Applicable

- a. Enter the total number of municipally owned or operated structural storm water management facilities? ☐ Unsure
- b. How many new municipally owned storm water management facilities were installed in the reporting year? ☐ Unsure
- c. How many municipally owned storm water management facilities were inspected in the reporting year? ☐ Unsure
- d. What elements are looked at during inspections (250 character limit)?

Soil stability, relative volume of sediment, presence of deleterious substances, clearing of debris.

- e. How many of these facilities required maintenance? ☐ Unsure

Public Works Yards & Other Municipally Owned Properties (SWPPP Plan Review) ☐ Not Applicable

- f. How many inspections of municipal properties have been conducted in the reporting year? ☐ Unsure
- g. Have amendments to the SWPPPs been made? ☐ Yes ☒ No ☐ Unsure
- h. If yes, describe what changes have been made (200 character limit):

Collection Services - *Street Sweeping / Cleaning Program* ☐ Not Applicable

- i. Did the municipality conduct street sweeping/cleaning during the reporting year? ☒ Yes ☐ No ☐ Unsure
- j. If known, how many tons of material was removed? ☐ Unsure
- k. Does the municipality have a low hazard exemption for this material? ☐ Yes ☒ No
- l. If street cleaning is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?
☒ Yes
☐ No - Explain _____
☐ Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program* ☐ Not Applicable

- m. Did the municipality conduct catch basin sump cleaning during the reporting year? ☒ Yes ☐ No ☐ Unsure
- n. How many catch basin sumps were cleaned in the reporting year? ☐ Unsure
- o. If known, how many tons of material was collected? ☐ Unsure
- p. Does the municipality have a low hazard exemption for this material? ☐ Yes ☒ No

- q. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?

☒ Yes

☐ No - Explain _____

☐ Not Applicable

Collection Services - *Leaf Collection Program* ☒ Not Applicable

Winter Road Management ☐ Not Applicable

*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

- w. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? ☐ Unsure

- x. Provide amount of de-icing products used by month last winter season?

Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
<u>Salt/sand mix</u>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
<u>Brine</u>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>

- y. Was salt applying machinery calibrated in the reporting year? ☒ Yes ☐ No ☐ Unsure

- z. Have municipal personnel attended salt reduction strategy training in the reporting year? ☐ Yes ☒ No ☐ Unsure

If yes, describe what training was provided (250 character limit):

When: How many attended:

Internal (Staff) Education & Communication

- aa. Has training or education been held for municipal or other personnel involved in implementing each of the pollution prevention program elements? ☐ Yes ☒ No ☐ Unsure

If yes, describe what training was provided (250 character limit):

When: How many attended:

- ab. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs and its requirements.

Elected Officials

Elected officials are apprised of the contents of this annual report and are given periodic updates by staff during Council meeting.

Municipal Officials

Municipal officials are apprised of the contents of this annual report and are given periodic updates by staff during Council and staff meetings.

Appropriate Staff (such as operators, Department heads, and those that interact with public)

Municipal staff is directed by supervisors to complete appropriate tasks related to the storm water management program.

- ac. Brief Pollution Prevention program information for inclusion in the Annual Report . If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (08/19)

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

- a. Did the municipality update their storm sewer map this year? ☒ Yes ☐ No ☐ Unsure

If yes, check the areas the map items that got updated or changed:

- ☒ Storm water treatment facilities
- ☒ Storm pipes
- ☐ Vegetated swales
- ☒ Outfalls
- ☐ Other - Describe below

- b. Brief Storm Sewer System Map information for inclusion in the Annual Report. If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

Additional assets along CTH KB, as well as Daniels Avenue on the east end, were added.

Missing Information

Do not close your work until you SAVE.

Form 3400-224 (08/19)

Final Evaluation - Complete

Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
---	--------------------------	-------------------------	-----------------

Element: Public Education and Outreach

7760	6700	7000	<u>Storm water utility</u>
------	------	------	----------------------------

Element: Public Involvement and Participation

0	0	0	<u>Storm water utility</u>
---	---	---	----------------------------

Element: Illicit Discharge Detection and Elimination

3068	5000	5000	<u>Storm water utility</u>
------	------	------	----------------------------

Element: Construction Site Pollutant Control

38885	49255	40128	<u>Storm water utility</u>
-------	-------	-------	----------------------------

Element: Post-Construction Storm Water Management

67306	111600	87850	<u>Storm water utility</u>
-------	--------	-------	----------------------------

Element: Pollution Prevention

272014	248757	234215	<u>Other</u>
--------	--------	--------	--------------

Element: Storm Water Quality Management

0	0	0	<u>Storm water utility</u>
---	---	---	----------------------------

Element: Storm Sewer System Map

0	0	0	<u>Storm water utility</u>
---	---	---	----------------------------

Other (describe)

Depreciation and all others not accounted for.

188663

196000

200520

Storm water utility

Please provide a justification for a "0" entered in the Fiscal Analysis

The City has not historically accounted for these items within the budget.

Water Quality

a: Were there any known water quality improvements in the receiving waters to which the municipality's storm sewer system directly discharges to?

☐ Yes ☐ No ☒ Unsure If Yes, explain below:

b: Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

☐ Yes ☐ No ☒ Unsure If Yes, explain below:

c: Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

☐ Yes ☐ No ☒ Unsure

d: Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

☐ Yes ☒ No ☐ Unsure

Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

No changes are proposed at this time.

Missing Information

Do not close your work until you SAVE.

Form 3400-224 (08/19)

Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- ☐ Public Education and Outreach
- ☐ Public Involvement and Participation
- ☐ Illicit Discharge Detection and Elimination
- ☐ Construction Site Pollutant Control
- ☐ Post-Construction Storm Water Management
- ☐ Pollution Prevention
- ☐ Storm Water Quality Management
- ☐ Storm Sewer System Map
- ☐ Water Quality Concerns
- ☐ Compliance Schedule Items Due
- ☐ MS4 Program Evaluation

Do not close your work until you **SAVE**.

Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

***Required Item**

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

Storm Sewer System Map

 File Attachment

[2020StormSewerMap.pdf](#)

Attach - Other Supporting Documents

AR SWGroupReport

 File Attachment

[RainToRiversEducationalActivities2019.pdf](#)

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Attach - Permit Compliance Documents

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

Missing Information

Draft and Share PDF Report with Municipality's Governing Body.

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been approved by the governing body, you will have to come back to the MS4 eReporting system to submit the report to the DNR.

[Draft and Share PDF Report with Municipality's Governing Body](#)

Do not close your work until you **SAVE**.

Sign and Submit Your Application

Steps to Complete the signature process

1. Read and Accept the Terms and Conditions
2. Press the Submit and Send to the DNR button

NOTE: For security purposes all email correspondence will be sent to the address you used when registering your WAMS ID. This may be a different email than that provided in the application. For information on your WAMS account click [HERE](#).

Terms and Conditions

Certification: I hereby certify that I am an authorized representative of the municipality covered under Altoona City MS4 Permit for which this annual report or other compliance document is being submitted, and that the information contained in this submittal and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Signee (must check current role prior to accepting terms and conditions)

- ☐ Authorized municipal contact using WAMS ID.
- ☐ Delegation of Signature Authority (Form 3400-220) for agent signing on the behalf of the authorized municipal contact.
- ☐ Agent seeking to share this item with authorized municipal contact (authorized municipal contact must get WAMS id and complete signature).

Name:

Title:

Authorized Signature.

☐ I accept the above
terms and conditions.

After providing the final authorized signature, the system will send an email to the authorized party and any agents. This email will include a copy to the final read only version of this application.

[To The Agenda>>](#)

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of THURSDAY, MARCH 26 Council Meeting Items

Provided below for your consideration is a summary of the THURSDAY, MARCH 26 Council Meeting agenda items.

(VII) UNFINISHED BUSINESS

(VIII) NEW BUSINESS

ITEM 3 - Discuss/Consider a Development Agreement between the City of Altoona and Fairway Capital, LLC for The Fairway.

See enclosed:

Development Agreement: City of Altoona & Fairway Capital, LLC

As you may recall, the General and Specific Implementation Plan for “The Fairway” was approved on March 12. The project is a 53-unit residential building and associated site improvements upon a 1.6 acre parcel currently owned by the City and subject to sale contract.

The proposed Development Agreement with Fairway Capital, LLC covers modifying and restoring existing public facilities (stormwater pond, streets) and construction of new public utilities (sidewalks) at the developer’s expense to ensure replacement meets City standards.

Suggested Motion: I move to approve/not approve the Development Agreement between the City of Altoona and Fairway Capital LLC for “The Fairway” and authorize the Mayor to sign upon provision of the performance guarantee.

City of Altoona, Wisconsin

Development Agreement for The Fairway

By City of Altoona and Fairway Capital, LLC

THIS AGREEMENT is entered into this _____ day of _____, 2020, between the City of Altoona, Wisconsin, a Wisconsin municipal corporation ("City") and Fairway Capital, LLC ("Developer") for the development of The Fairway ("Project").

WHEREAS, Developer is improving real estate within the City of Altoona for the purpose of private development; and

WHEREAS, City and Developer desire to memorialize certain agreements and permits made between the City and Developer with respect to the Project by entering into this Agreement; and

WHEREAS, the Specific Implementation Plan for the Project was approved with certain conditions by the City Common Council on March 12, 2020, and this Agreement serves as an implementation device; and

WHEREAS, the City has an accepted Purchase Agreement with the Developer for the land involved in this Project from the City of Altoona, and this Agreement stands in addition to any provisions attached to the Purchase Agreement; and

WHEREAS, the implementation of the Project consistent with the Specific Implementation Plan requires modifying existing public utilities and public facilities, and constructing new public facilities by the Developer; and

NOW, THEREFORE, IN CONSIDERATION of the following mutual agreements and covenants, the parties hereby agree as follows:

1. Definitions. The following definitions shall be used in interpreting and applying the terms and conditions of this Agreement:

"Causes over which the Developer has no control" shall be limited to Acts of God, including floods, drought, wind, rain, snow and other natural disasters, as well as to strikes by organized laborers.

"Contractor" shall mean the general/prime contractor and its subcontractors hired or retained by Developer to construct improvements under this Agreement.

“DPW/CE” shall, at the sole option of the City, include either or both of the City’s Director of Public Works or Consulting Engineer.

“Specific Implementation Plan” (“Plan”), shall mean the zoning permission consistent with Altoona Municipal Code and approved with conditions on March 12, 2020 or as subsequently amended with appropriate written City approvals.

“Final Project Acceptance” shall mean the written approval by the City of a required improvement as being in substantial compliance with the requirements of this Agreement and applicable provisions of the City’s regulations pertaining thereto. Depending upon the timing of individual aspects of the Developer’s performance, there may be one or more final project acceptances under this Agreement.

“Lot Buildout” shall mean such time as when the certificate of occupancy is issued for buildings illustrated and described in the Specific Implementation Plan.

“Required Improvement” shall mean each of the required public improvements, construction of which is to be performed by the Developer under this Agreement.

2. The Developer shall, at its own expense, construct water systems, storm drainage facilities, sidewalks, tree planting, and modify existing public infrastructure as specified herein. The aforementioned improvements shall be performed in strict conformity with the Altoona Municipal Code, approved Site Plan and associated conditions, applicable City of Altoona Standard Specifications, and, more specifically, requirements outlined in the Special Conditions for Subdivision Development. (**Attachment A**).
3. No work shall commence on the required improvements until written approval of the plans and specifications has been obtained by the Developer from City and this Agreement has been fully executed, including the required insurance and Performance Guarantee. No work shall commence on the required improvements until the Developer, Developer’s Engineer, and DPW/Public Works Director and necessary City staff meet on the site for a pre-construction meeting.
4. The Developer shall furnish the City, prior to starting any construction work, with a certified check or irrevocable letter of credit in a form approved by the City Attorney in the amount of One Hundred Twenty Five Percent (125%) of the estimated cost of the required improvements, as a guarantee of the performance by the Developer (the “Performance Guarantee”). The required sum of the Performance Guarantee is set forth in Attachment A to this Agreement. It is understood that the Performance Guarantee shall guarantee all costs of the required improvement specified herein together with engineering, legal, contingency, and inspection expenses. The City shall be named beneficiary of the certified check or irrevocable letter of credit, which shall be held by the City for the duration of the project in its name.

Reduction in the Performance Guarantee may be granted upon written request by the Development as described in **Attachment A**.

5. The Developer shall provide the City with plans and specifications for each of the required improvements prepared by a Registered Professional Engineer licensed in the State of Wisconsin. The plans and specifications shall be prepared in accordance with this Agreement and will be subject to review and written approval by the DPW/Public Works Director or designee. Upon written approval, said plans and specifications shall be incorporated and made a part of this Agreement as **Attachment B**. No deviation from the approved plans and specifications shall be permitted unless approved in writing by the DPW/Public Works Director or designee.
6. Prior to commencing development on the required improvements, the Developer shall submit, for City approval, a written progress schedule indicating the proposed order of completion of the required improvements covered by this Agreement. Upon approval, said schedule and completion dates are hereby made a part of this Agreement, as **Attachment C**. The Developer shall periodically provide, as well as upon request, progress updates regarding the development schedule and completion dates. Upon receipt of written notice from the Developer of the existence of causes over which the Developer has no control, the City, at its discretion, may extend the completion date, and the Performance Guarantee shall be continued to cover the work performed to construct the required improvements during the extension of time. No construction (including grading) shall start until the schedule is approved.
7. The Developer shall furnish, at its own expense, all engineering services for the project, including but not limited to:
 - (a) Preparation of complete plans and specifications for the required improvements by a registered Professional engineer licensed to practice in the State of Wisconsin.
 - (b) Submittal of Notice of Intent (NOI), as required by Wisconsin Administrative Code.
8. In addition, the Developer shall furnish or perform the following at its own expense, except as otherwise specified herein:
 - (a) Reimbursement to the City for all costs incurred by the City or its agents to complete plan review to assure compliance with the approved plans and specifications.
 - (b) Full-time resident inspection by the Developers' Engineer during all construction activities conducted within the public right-of-way on Public Improvements. No work shall be performed within the public right-of-way unless the Developer's inspector is present on the site. The Developer's inspector shall keep daily inspection records, a copy of which shall be submitted to the DPW/Public Works Director upon reasonable request. The Developer's inspector shall be a Wisconsin Professional Engineer obtained by Developer or working under the supervision of a Wisconsin Professional Engineer obtained by Developer.
 - (c) Upon completion of the required improvements, provision to the City of a full set of as-built record drawings, plans and files in electronic format as well as a summary of all project costs. Said as-built record drawings, plans and files shall be submitted within 60 days of final project acceptance. The Performance Guarantee will not be released until the as-builts are received.

- (d) Upon completion of the required improvements, the Developer shall provide the City with applicable testing results showing all applicable standards have been met prior to acceptance of the required improvements by the City.
- 8. The City shall not exercise direct supervision and inspection of the improvements during the construction operations. The DPW/Public Works Director, or designated representative, may make periodic visits to the site of the required improvements and may require that certain tests be made to assure compliance with City standards and the approved plans and specifications. The City shall work with the Developer's Engineer as the official representative of the Developer concerning engineering and construction matters.
- 9. The Developer agrees that the required improvements shall be completed to the highest quality and performed in a workmanlike manner and that all materials and labor shall be in strict conformity with the approved plans and specifications and improvement standards of the City. All materials, labor and workmanship shall be subject to the inspection and approval of the City or a duly authorized representative of the City. Any material or labor rejected by the City as defective or unsuitable shall be removed and replaced with approved materials and workmanship to the satisfaction and approval of the City. Said removals and replacements shall be at the sole expense of the Developer.
- 10. Upon completion of all the required improvements, the DPW/Public Works Director and the Developer's Engineer shall make a final inspection of the improvements. Before release of the Performance Guarantee is made, the DPW/Public Works Director shall be satisfied that all work has been completed in accordance with the approved plans and specifications. The Developer's Engineer shall submit a written statement attesting to the same prior to final project acceptance by the DPW/Public Works Director. The Developer shall be responsible for scheduling the final inspection and for receiving a written final acceptance of all the required improvements from the DPW/Public Works Director.
- 11. The Developer shall warrant and guarantee its own and its Contractor(s) performance as well as all materials supplied by its Contractor(s) and all of the work furnished under this Agreement against any defect in workmanship of material for a period of one (1) year, except that all concrete work shall be warranted and guaranteed for (3) three years, following the date of final project acceptance of the required improvements by the City. Under this warranty and guarantee the Developer agrees to make repair and/or replace, as the case may be, without delay, at his own expense, any failure of any such work due to faulty materials, construction or installation or to the failure of any such equipment to successfully perform all the work put upon it within the limits of the specifications and further shall repair and/or replace, as the case may be, any damage to any part of the work caused by such failure.
- 12. Insurance Requirements.
 - (a) Developer shall assure its Contractor procures and maintains for the duration of the construction insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the Contractor, his agents, representative, employees or subcontractors.

(b) Minimum Scope of Insurance.

Coverage shall be at least as broad as: Insurance Services Office commercial general liability coverage, "occurrence" form CG 0001. Insurance Service Office form number CA 0001 covering automobile liability, code 1 "any auto" and endorsement CA 0025. Workers' compensation insurance, as required in Wisconsin State Statutes, and employer's liability insurance.

(c) Minimum Limits of Insurance.

Developer shall assure its Prime Contractor maintains limits no less than general liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. A combination of primary and excess to meet this limit is acceptable. Automobile liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Workers' compensation and employers' liability: Workers' compensation limits as required by Wisconsin State Statutes and employer's liability limits of \$500,000 per accident.

(d) Verification of Coverage.

The Developer shall furnish the City with certificates of insurance as evidence of the required coverages which shall name the City as an additional insured. All such insurance shall be at Developer's expense and provide for non-cancellation without thirty (30) day written notice to City and Developer. The certificates must be received and approved by the City before work commences. The City reserves the right to require, and the Developer shall furnish, complete and certified copies of all required insurance policies, as requested from the City from time to time. The City's failure to notice or notify the Developer of any coverage deficiencies that may be apparent in the documents submitted to the City shall not relieve the Developer of responsibility to provide coverages required in this Agreement.

13. Indemnification.

The Developer agrees that it shall indemnify, save and hold harmless the City, its agents and employees of and from any and all claims, demands, actions, causes of action of whatsoever nature or character arising out of or by reason of the Developer or its Contractor's development of the Real Estate, construction of the required improvements and performance under this Agreement. It is hereby understood and agreed that any and all employees of the Developer and its Contractor and all other persons employed by the Developer and its Contractor in the performance of services under this Agreement, shall not be considered employees of the City and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Wisconsin on behalf of said employees while so engaged shall be the sole responsibility of the Developer and its Contractor, as the case may be. Any and all claims made by any third parties as a consequence of any act or omission on the part of Developer's or Contractor's employees while so engaged in the performance of these services to be rendered herein by the Developer and its Contractor, shall in no way be the obligation or responsibility of the City.

14. It is understood by the Developer that all of the required improvements shall, upon final project acceptance, become City improvements for use by and accommodation of the general public. Developer further agrees to abide by all applicable state laws related to construction of public infrastructure.
15. Attachment A, attached hereto, is incorporated into and made a part of this Agreement by reference. (*SPECIAL CONDITIONS FOR PROJECT DEVELOPMENT*)
16. Attachment B, attached hereto and incorporated herein by reference, are the approved Construction Plans and Specification documents.
17. Attachment C, attached hereto and incorporated herein by reference, is a construction schedule submitted by the Developer and approved by the City.
18. Miscellaneous Terms and Conditions.
 - (a) Variances between Code and Agreement.
Should there be any discrepancies or variances between the requirements of the Altoona Municipal Code and this Agreement, this Agreement shall control to the extent of those variances.
 - (b) Laws of Wisconsin to Control.
This Agreement shall be governed under, and construed pursuant to, the laws of the State of Wisconsin. To the extent of any inconsistency between the language of this Agreement and that of the aforesaid applicable Wisconsin law, the language contained in this Agreement shall control and/or prevail, to the fullest extent permitted by Wisconsin law. If a court of competent jurisdiction adjudicates any provision of this Agreement to be invalid or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect. Venue for dispute resolution shall be in the Circuit Court for Eau Claire County.
 - (c) Integration.
Notwithstanding prior written agreements or understandings between the parties hereto pertaining to the subject matter hereof, this Agreement shall constitute the complete understanding and agreement of the parties hereto.
 - (d) Notices.
Notices required or deemed to be advisable under the terms of this Agreement shall be personally delivered or mailed by first class mail to the following representatives of the parties hereto:

To City: Mike Golat
City Administrator
1303 Lynn Avenue
Altoona, WI 54720
(715) 839-6092

To Developer: Fairway Capital, LLC
2601 Morningside Drive
Eau Claire, WI 54703
Attn: Jason Griepentrog, Managing Member
(715) 225-1923

- (e) Assignment.
Developer shall have no right, expressed or implied, to assign its rights and interest under this Agreement, without written consent of the City, which consent may be withheld.
- (f) Binding Effect.
All the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto to the same extent as if each successor and assign were in each case named as a party to this Agreement. This Agreement may not be changed, modified or discharged except by writing signed by both City and Developer.
- (g) Waiver.
No waiver of any default by Developer hereunder shall be implied from any omission by City to take any action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and the extent therein stated. One or more waivers of any covenant, term or condition of this Agreement by City shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.
- (h) Separability.
Each and every covenant and agreement contained in this Agreement shall for all purposes be construed to be a separate and independent covenant and agreement. The breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and date first written above.

FOR: **Fairway Capital, LLC**

By: _____
Jason Griepentrog, Managing Member

FOR: **City Of Altoona**

By: _____
Brendan Pratt, Mayor

ACKNOWLEDGMENT: Advanced Engineering Concepts (AEC) (Developer's Engineer)

By: _____

Print Name: _____

Title: _____

Attachments:

Attachment A: Special Conditions for Project Development

Attachment B: Approved Construction Plans and Specifications

Attachment C: Approved Construction Schedule

Attachment A: SPECIAL CONDITIONS FOR PROJECT DEVELOPMENT

(1) PROJECT INFORMATION

PROJECT:

The Fairway

DEVELOPER

(Name): Fairway Capital, LLC
(Address): 2601 Morningside Drive
Eau Claire, WI 54703
(Telephone): 715-225-1923
(Contact Person): Jason Griepentrog

ENGINEER

(Name): Advanced Engineering Concepts (AEC)
(Address): 1360 International Drive
Eau Claire, WI 54701
(Telephone): 715-552-0330
(Contact Person): Matt Appel, P.E.

CONTRACTOR

(Name): Fairway Capital, LLC
(Address): 2601 Morningside Drive
Eau Claire, WI 54703
(Telephone): 715.829.9756
(Contact Person): Matt Bartow

PERFORMANCE GUARANTEE

Type: Letter of Credit
Amount: \$ xxxxxx

FINANCIAL INSTITUTION (Name): Charter Bank
(Address): 1010 W. Clairemont Ave
Eau Claire, WI 54701
(Telephone): 715.830.5142
(Contact Person): Kim Novotney

(2) SCOPE OF WORK

Items to be completed by Developer, at Developer's expense under the terms of this Agreement and covered by the Performance Guarantee.

- (a) The Developer shall provide all site grading, sidewalk construction, erosion and sediment control, potable water systems, storm drainage facilities, sanitary sewers, street improvements, trees and other miscellaneous work in conformance with City standards and approved plans and specifications as necessary.
- (b) The Developer shall pay to the City the actual cost incurred by the City for civil plan review and approval.
- (c) The Developer shall provide, describe, and dedicate all required easements to the City for public use including: drainage and/or utility easements, should any exist. The aforementioned easements shall be dedicated by the Developer upon approval by the City.
- (d) The Developer shall assure that iron monuments are placed and/or preserved at all lot and block corners, and at all angle points on the boundary lines. Iron monuments shall be in place after all work has been completed in order to preserve the lot markers for future property owners and the public interest.
- (e) The Developer shall be responsible for keeping streets within and outside the project area swept clean of dirt and debris that may spill or wash onto the streets from the construction operations.
- (f) The Developer shall be responsible for assuring sediment and erosion control best management practices are implemented during all construction activities. Developer shall also be responsible for the cleaning of the storm drainage facilities, storm sewers, ditches, ponds, etc., necessitated by erosion. The Developer's Performance Guarantee shall cover all required maintenance costs. The Developer shall be responsible to maintain erosion control measures until all work identified in this Agreement been completed. The Developer shall remove all sediments attributed to this development that accumulate in downstream drainage facilities prior to the final release of the Performance Guarantee

(g) Sidewalks and Trails

Sidewalks, trails and other walkways shall be constructed in accordance with the Specific Implementation Plan for “The Fairway” to City of Altoona standard specifications, and as otherwise provided for in this agreement.

- (h) The Developer shall be responsible for requests for underground utility locates for work covered under this Agreement until the City receives the as-built record drawings, plans and files for the completed work. The Developer shall notify local private utilities and direct them to contact the Developer for utility locates within the actual work limits of this Agreement. The City will continue to be responsible for locating City utilities that were accepted by the City prior to the date of this Agreement and were not modified by this Agreement. The local private utilities include cable television, electric, gas, telephone, and other local communications companies.
- (i) Rock excavation, if any, shall comply with the City engineer’s standard specifications.
- (j) Developer shall be responsible for and pay all costs associated with the installation of temporary traffic control signage.
- (k) All of the required improvements must be completed within one (1) year from the date of this Agreement.
- (l) The Performance Guarantee shall remain in force until the outlined project scope detailed within this Agreement is complete in every respect.
- (m) Reductions in the Performance Guarantee may be authorized and approved based on the following conditions:
1. As work progresses on installation of required improvements constructed as part of this Agreement, the Director of Public Works, upon written request from the Developer from time to time, is authorized to recommend a reduction in the amount of Performance Guarantee as hereinafter provided. When portions of construction of the required improvements (water, street, sidewalk or other improvements) are completed by the Developer and determined acceptable by the Director of Public Works, the City Administrator for City is authorized, upon submission of lien waivers by the Developer’s Contractors, to reduce the amount of the Performance Guarantee. The amount of the Performance Guarantee may be reduced at the time all underground utilities are installed, tested, and accepted by the City.
 2. The amount of the Performance Guarantee remaining shall be equal to one hundred twenty-five percent (125%) of the estimate of the Director of Public Works of costs of required improvements remaining to be completed and accepted and to insure performance against defects in workmanship and materials on work accepted. When the construction on the major components of required improvements have been substantially completed, except for work which cannot be completed because of weather conditions or other reasons which, in the judgment of the Director of Public Works are valid for non-completion, the City Administrator of City is authorized to accept a reduction in the amount of the Performance Guarantee to an amount which, in the estimate of the Director of Public Works, is sufficient to cover the work remaining to be completed for the required improvements, including performance of the one (1) year warranty and guarantee period against defects in workmanship and materials. As a further guarantee that all obligations under this Agreement for the required improvements are satisfied, the Director of Public Works shall approve, prior to the commencement of construction of the required improvements, the Contractor and subcontractors who are to be

engaged in the construction of utilities or street improvements on the street right-of-way to be dedicated. The Common Council of City, at its option, may extend the Performance Guarantee period for additional periods not to exceed one (1) year each if deemed warranted.

- (n) The Developer shall furnish the City of Altoona DPW/Public Works Director a copy of the-as-built record drawings prior to the first reduction of the Performance Guarantee.

(3) SPECIAL CONDITIONS

- (a) The conditions of approval of the **Specific Implementation Plan** by the City of Altoona Common Council for "The Fairway" on March 12, 2020 are hereby incorporated by reference.
- (b) Trimming, cutting or other disturbance activities impacting existing oak trees shall be prohibited during restricted periods as defined by the Wisconsin Department of Natural Resources to prevent the spread of oak wilt disease.
- (c) The Developer shall create and the City approve of a Traffic Control Plan prior to undertaking construction activities. The Developer shall coordinate with the City regarding temporary closures or other traffic disruptions on Fairway Drive due to utility work, road restoration, construction or any other activities associated with this Project.
- (d) The enlargement of the City storm water pond by the Developer shall be complete prior to creating any new impervious surface.

(4) MINIMUM ASSESSED VALUATION

Left intentionally blank.

(5) ESTIMATE OF COST & COMPUTATION OF PERFORMANCE GUARANTEE ESTIMATED CONSTRUCTION COST

Total \$ **x**

(6) PERFORMANCE GUARANTEE COMPUTATION:

Total \$ **x**

Total x 125%..... \$ **x**

(7) SUGGESTED MOTION

I move approval of the development agreement between the City of Altoona and Fairway Capital for The Fairway.

[To The Agenda>>](#)

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of THURSDAY, MARCH 26 Council Meeting Items

Provided below for your consideration is a summary of the THURSDAY, MARCH 26 Council Meeting agenda items.

(VII) UNFINISHED BUSINESS

(VIII) NEW BUSINESS

ITEM 4 - Discuss/Consider a License Agreement between the City of Altoona and Fairway Capital LLC

See enclosed:
License Agreement: City of Altoona & Fairway Capital, LLC

The proposed License Agreement would allow the developer, Fairway Capital, LLC to commence cutting of trees and preparing the site at N. Willson and Fairway Drive for development. Given the early spring, this is intended to reduce the likelihood of impacts from cutting oak trees and spreading oak wilt disease. This would also assist the developer in potentially getting started a few weeks earlier, prior to closing purchase of the property from the City. All pertinent erosion control and other permits will be required.

Suggested Motion: I move to approve/not approve the Lease Agreement between the City of Altoona and Fairway Capital LLC.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “*Agreement*”) is made effective as of the 26th day of March, 2020 (the “*Effective Date*”), by and between the **CITY OF ALTOONA**, a Wisconsin municipal corporation (“*Licensor*”), and **FAIRWAY CAPITAL LLC**, a Wisconsin limited liability company (“*Licensee*”).

RECITALS

A. Licensor owns certain real property in the City of Altoona, Eau Claire County, Wisconsin, more particularly described as Lot 1 of Certified Survey Map No. 3470, recorded in Volume 19 of Certified Survey Maps on Pages 284-286 as Document No. 1155522 (the “*License Property*”). The License Property is depicted on the attached Exhibit A;

B. Licensor and Licensee, as assignee of Hoss Bros., LLC, are parties to that certain WB-13 Vacant Land Offer to Purchase dated September 18, 2019, as amended from time to time (the “*Purchase Agreement*”) relating to Licensee’s purchase the License Property from the Licensor;

C. The Licensor has granted the Licensee a zoning permission applicable to the License Property in the form of a Specific Implementation Plan, approved with Conditions by its Common Council on March 12, 2020 (the “*Permit*”), that details specific work to be completed on the License Property and Outlot 1 of that same Certified Survey Map (together, the “*License Area*”);

D. Licensee desires to license, use, and occupy, on a temporary basis, the License Area for the following work prior to closing on the License Property pursuant and subject to the Purchase Agreement and Permit: cut and remove trees, grubbing, and commence other land disturbance and excavation activities associated with the improvements detailed in the Permit (the “*Permitted Use*”), provided pertinent permits from the Licensor shall be required; and

E. Licensor is willing to permit Licensee to enter upon and use the License Area for the Permitted Use on the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, the mutual covenants herein contained, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee a temporary license to enter upon and use the License Area for the Permitted Use (the “*License*”) for a period commencing on the Effective Date and expiring on the earlier of: (i) the date upon which title to the License Property is transferred to Licensee by Licensor, or (ii) the closing date set forth in the Purchase Agreement, regardless of whether the closing actually occurs (the “*Term*”). Licensor reserves the right to terminate the License at any time for cause, which shall include Licensee’s breach of the terms of this Agreement, by giving Licensee written notice of such termination.

2. **No License Fee.** There shall be no license fee paid by Licensee to Licensors for the License, and the parties agree that Licensee shall have no obligation to pay rent to Licensors for its use of the License Area.

3. **Use.** Licensee shall use and occupy the License Area solely for the Permitted Use and for no other purpose, in compliance with all laws, rules and regulations. Licensee shall be responsible for acquiring any permits or approvals necessary in connection with the Permitted Use and shall be responsible for confirming that the Permitted Use does not violate any local, state or federal rules or regulations. Licensee agrees to use the Licensed Area in a commercially reasonable, careful, safe and proper manner.

4. **Condition of License Area; Maintenance.** Licensee accepts the condition of the License Area as it exists on the Effective Date and has not relied on any representations from Licensors as to the physical condition or suitability of the License Area for the Permitted Use. Licensors shall have no responsibility for maintaining or providing a roadway or other access to or across the License Area. Licensee shall immediately repair any damage done to the License Area as a result of Licensee's, or its agents or invitees, use of the License outside of the Permitted Use. Licensee shall immediately repair any damage done to the License Area as a result of Licensee's, or its agents or invitees, use of the License in the event the License Property is not transferred from Licensors to Licensee pursuant and subject to the Purchase Agreement.

5. **No Creation of Right to Possession.** Licensee acknowledges and agrees that this Agreement constitutes a revocable license, that this Agreement does not create a lease nor any right to possession of the License Area, nor does it create any estate or interest in the License Area.

6. **Risk of Loss.** Licensee assumes all risk of loss or damage to the property of Licensee and/or Licensee's permittees associated with the use of the License Area, including any loss or damage caused by water, fire, windstorm, explosion, theft, accident or other cause. Licensee shall be responsible for all costs related to the use of the License Area pursuant to this Agreement and shall have responsibility for the security and safety of all persons and property directly or indirectly associated with the use of the License Area pursuant to this Agreement. Licensors will not be liable to Licensee, or those claiming through Licensee (including, but not limited to, Licensee's permittees), for injury, death, or property damage occurring on or about the License Area.

7. **Indemnity.** Except to the extent caused by the negligence or willful misconduct of Licensors, or its agents, employees, and affiliates, Licensee shall indemnify, defend and hold harmless Licensors and its officers, agents, employees and affiliates from and against any and all claims, actions, damages, liability and expense (including reasonable fees of attorneys, investigators and experts) in connection with loss of life, personal injury or damage to property in or about the License Area or arising out of the occupancy or use of the License Area by Licensee or its agents, employees or invitees or occasioned wholly or in part by any act or omission of Licensee or its agents, employees or invitees during the Term.

8. **Insurance.** Prior to entering upon the License Area for performance of the Permitted Use, Licensee shall deliver to Licensors an insurance certificate, with respect to the

Licensed Area, for commercial general liability insurance naming Licensor as the certificate holder, with such limits of liability for bodily injury (including death) and property damage in an amount not less than a combined single limit of \$1,000,000 per occurrence and a general aggregate limit of not less than \$2,000,000; provided, however, that such limits will not limit the liability of Licensee under this Agreement.

9. **Contractors and Suppliers; Lien Waivers; Indemnity.** Licensee acknowledges and agrees that it shall not receive any compensation from Licensor for the performance of the Permitted Use. Licensee further acknowledges and agrees that it is solely responsible for paying any and all contractors and suppliers utilized to perform any work or provide any supplies for the Permitted Use. Prior to entering the License Area for performance of the Permitted Use, Licensee shall provide the name of each contractor and supplier used to Licensor, along with proof that each contractor has adequate commercial general liability and worker's compensation insurance. Licensee shall provide Licensor with lien waivers, within five (5) days of a request, as evidence that Licensee has paid each contractor and supplier.

Licensor shall have no obligation to pay, or to see to the payment of money to, a contractor or supplier. Licensee shall defend and indemnify Licensor from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any contractor or supplier. Upon receipt of notice of a lien claim or other claim for payment, Licensor shall notify Licensee.

10. **No Reliance Created by Expenditures.** Licensee acknowledges that any expenditures of money made in reliance upon this Agreement were done at Licensee's own peril and with the full and complete understanding that this Agreement was and remains terminable by Licensor.

11. **Parties Bound; Assignment.** This Agreement is binding upon Licensor and Licensee and their respective successors and assigns. Licensee shall not assign this Agreement without Licensor's consent, which may be unreasonably withheld. Except as provided herein, Licensee shall not give any other person or entity any right to use or occupy the Licensed Area without Licensor's prior consent.

12. **Attorneys' Fees.** In the event either party to this Agreement institutes legal action under the License or this Agreement, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and court costs from the non-prevailing party.

13. **Notice.** Any notice, invoice, correspondence, demand, etc. ("**Notice**") required by this Agreement shall be delivered to Licensor and Licensee at the following addresses, or at such other address as designated in writing to the other party. Notice may be provided in the following methods: (i) personal or hand-delivery; (ii) overnight courier or delivery service; or (iii) certified or registered U.S. Mail, return receipt requested. Notice shall be deemed received upon hand-delivery, the following day if sent via overnight courier or delivery service, and the earlier of actual receipt or three (3) business days from depositing with the postal service if sent via certified or registered U.S. Mail, return receipt requested.

If to Licensor: City of Altoona
Attn: City Administrator Michael Golat
1303 Lynn Ave.
Altoona, WI 54720

If to Licensee: Fairway Capital, LLC
Attn: Jason Griepentrog

14. **Complete Agreement.** This Agreement represents the complete agreement between the parties, and supersedes any and all other prior agreements, written or oral, between the parties.

15. **Headings for Convenience Only.** The paragraph headings are for the convenience only and the substantive portions hereof control without regard to the headings.

16. **Modification.** This Agreement shall be modified by writing only, which writing must be executed by the parties hereto in order to be effective.

17. **Controlling Law.** This Agreement shall be governed under, and construed pursuant to, the laws of the State of Wisconsin.

18. **Authority; Condition.** Licensor and Licensee each represents and warrants to the other that it has the full capacity, right, power, and authority to execute, deliver, and perform under this Agreement and that all required actions, consents, and approvals therefor have been duly taken and obtained. Licensee agrees that it is accepting the License without any warranty or representations regarding the License or the License Area whatsoever, in their "AS-IS," "WHERE-IS," "WITH ALL FAULTS" condition, and subject to all valid and existing licenses, leases, easements, grants, exceptions, encumbrances, title defects, matters of record, reservations, and conditions affecting the License Area and/or affecting access thereto.

19. **Counterparts; Electronic Signature.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one instrument. This Agreement may be executed and delivered electronically with such signatures being deemed original signatures for purposes of enforcement and construction of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Licenser and Licensee have caused this License Agreement to be executed as of the Effective Date.

LICENSOR:

City of Altoona,
a Wisconsin municipal corporation

By: _____
Name: Brendan Pratt
Title: Mayor

Attest: _____
Name: Cynthia Bauer
Title: Clerk

LICENSEE:

Fairway Capital, LLC,
a Wisconsin limited liability company

By: _____
Name: Jason Griepentrog
Title: Authorized Representative

EXHIBIT A

VOLUME 19 OF CERTIFIED SURVEY MAPS, PAGE 284

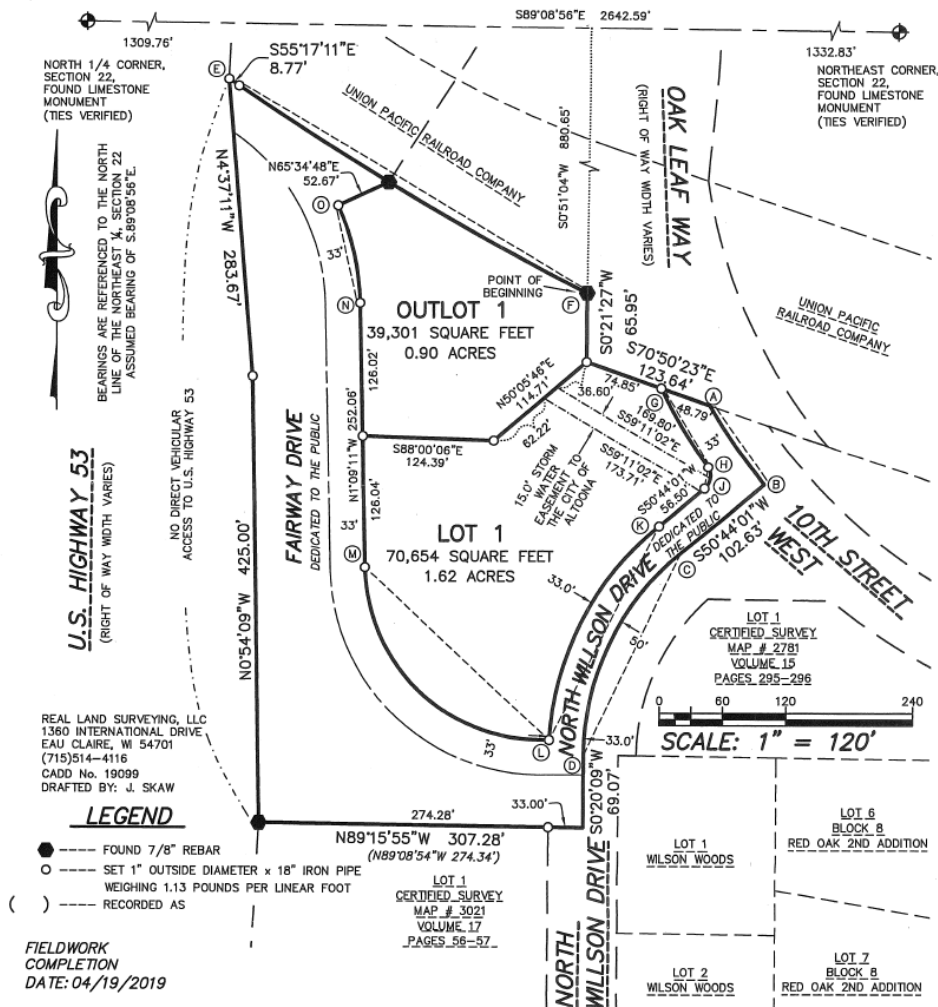
CERTIFIED SURVEY MAP, NUMBER 3410

LOCATED IN THE NORTHWEST $\frac{1}{4}$ - NORTHEAST $\frac{1}{4}$,
SOUTHWEST $\frac{1}{4}$ - NORTHEAST $\frac{1}{4}$,
& NORTHEAST $\frac{1}{4}$ - NORTHEAST $\frac{1}{4}$
SECTION 22, TOWNSHIP 27 NORTH, RANGE 9 WEST,
CITY OF ALTOONA, EAU CLAIRE COUNTY, WISCONSIN



1175522

KATHRYN A. CHRISTENSON
EAU CLAIRE COUNTY WI
REGISTER OF DEEDS
RECORDED ON
06/05/2019 12:04 PM
REC FEE: 30.00
TRANS FEE:
EXEMPT #:
PAGES: 3



CURVE TABLE									
CURVE	LOT NO	LENGTH	RADIUS	DELTA	CHD	CHD BR	1ST TAN	2ND TAN	
A-B		91.96'	572.96'	009°11'46"	91.86'	S34°39'02"E	S30°03'09"E	S39°14'55"E	
C-D		219.90'	250.00'	050°23'52"	212.88'	S25°32'05"W	S50°44'01"W	S00°20'09"W	
E-F		387.60'	2852.15'	007°47'11"	387.30'	S59°10'46"E	S55°17'11"E	S63°04'21"E	
	R/W	172.17'	2852.15'	003°27'31"	172.14'	S57°00'56"E			
	O.L.1	215.43'	2852.15'	004°19'40"	215.38'	S60°54'32"E			
G-H		87.35'	605.96'	008°15'33"	87.27'	S30°41'13"E	S26°33'26"E	S34°48'59"E	
H-J		22.40'	15.00'	085°33'00"	20.37'	S07°57'31"W	S34°48'59"E	S50°44'01"W	
K-L		234.79'	283.00'	047°32'06"	228.11'	S26°57'58"W	S50°44'01"W	S03°11'55"W	
L-M		267.09'	167.15'	091°33'10"	239.57'	N46°55'46"W	S87°17'39"W	N01°09'11"W	
N-O		95.14'	234.29'	023°16'01"	94.49'	N12°47'11"W	N01°09'11"W	N24°25'12"W	



SHEET 1 OF 3 SHEETS

VOLUME 19 OF CERTIFIED SURVEY MAPS, PAGE 286

CERTIFIED SURVEY MAP, NUMBER 3470

LOCATED IN THE NORTHWEST ¼ - NORTHEAST ¼,
SOUTHWEST ¼ - NORTHEAST ¼, & NORTHEAST ¼ - NORTHEAST ¼
SECTION 22, TOWNSHIP 27 NORTH, RANGE 9 WEST,
CITY OF ALTOONA, EAU CLAIRE COUNTY, WISCONSIN

OWNER'S CERTIFICATE OF DEDICATION:

AS OWNERS, CITY OF ALTOONA, THE CITY HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED AND THE STORM WATER UTILITY EASEMENT TO BE DEDICATED OVER LOT 1 OF THIS CERTIFIED SURVEY MAP AS REPRESENTED AND SHOWN ON PAGE ONE OF THIS CERTIFIED SURVEY MAP. SAID EASEMENT IS FOR THE PURPOSE OF MAINTENANCE OF EXISTING STORM WATER SERVICES.

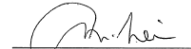
WITNESS THE HAND AND SEAL OF SAID OWNER THIS 4th DAY OF June, 2019

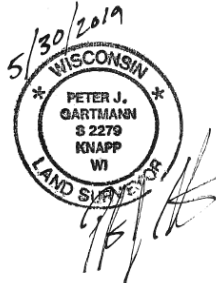
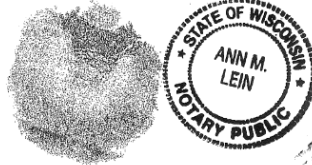

BRENDAN PRATT, CITY OF ALTOONA MAYOR


CINDY BAUER, CITY OF ALTOONA CLERK

STATE OF WISCONSIN
COUNTY OF Eau Claire ss

PERSONALLY CAME BEFORE ME THIS 4th DAY OF June, 2019, THE ABOVE NAMED BRENDAN PRATT & CINDY BAUER, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME TO BE THEIR OWN FREE ACT AND DEED.


NOTARY PUBLIC
MY COMMISSION EXPIRES: June 26, 2020



CADD No. 19099

SHEET 3 OF 3 SHEETS

VOLUME 19 OF CERTIFIED SURVEY MAPS, PAGE 285

CERTIFIED SURVEY MAP, NUMBER 3470

LOCATED IN THE NORTHWEST ¼ - NORTHEAST ¼,
SOUTHWEST ¼ - NORTHEAST ¼, & NORTHEAST ¼ - NORTHEAST ¼
SECTION 22, TOWNSHIP 27 NORTH, RANGE 9 WEST,
CITY OF ALTOONA, EAU CLAIRE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, PETER J. GARTMANN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:
THAT BY THE DIRECTION OF THE CITY OF ALTOONA, I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND PARCEL WHICH IS REPRESENTED BY THIS CERTIFIED SURVEY MAP.

THAT THE EXTERIOR BOUNDARY OF THE LAND PARCEL SURVEYED AND MAPPED IS AS FOLLOWS: A PARCEL OF LAND LOCATED IN THE NORTHWEST ¼ - NORTHEAST ¼, SOUTHWEST ¼ - NORTHEAST ¼, & NORTHEAST ¼ - NORTHEAST ¼ SECTION 22, TOWNSHIP 27 NORTH, RANGE 9 WEST, CITY OF ALTOONA, EAU CLAIRE COUNTY, WISCONSIN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- COMMENCING AT THE NORTH ¼ CORNER OF SECTION 22;
- THENCE S.89°08'56"E, ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SECTION 22, A DISTANCE OF 1309.76 FEET;
- THENCE S.00°51'04"W., A DISTANCE OF 880.65 FEET TO THE POINT OF BEGINNING;
- THENCE S.00°21'27"W., ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF OAK LEAF WAY, A DISTANCE OF 65.95 FEET;
- THENCE S.70°50'23"E, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 123.64 FEET;
- THENCE 91.96 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY, RADIUS OF 572.96 FEET, CENTRAL ANGLE 009°11'46", AND A CHORD BEARING AND DISTANCE OF S.34°39'02"E, 91.86 FEET;
- THENCE S.50°44'01"W., ALONG THE CENTERLINE OF NORTH WILLSON DRIVE, A DISTANCE OF 102.63 FEET;
- THENCE 219.90 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, RADIUS OF 250.00 FEET, CENTRAL ANGLE 050°23'52", AND A CHORD BEARING AND DISTANCE OF S.25°32'05"W., 212.88 FEET;
- THENCE S.00°20'09"W., A DISTANCE OF 69.07 FEET;
- THENCE N.89°15'55"W., A DISTANCE OF 307.28 FEET TO THE NORTHWEST CORNER OF LOT 1, CERTIFIED SURVEY MAP #3021, VOLUME 17 OF CERTIFIED SURVEY MAPS, PAGES 56-57, ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 53;
- THENCE N.00°54'09"W., ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 53, A DISTANCE OF 425.00 FEET;
- THENCE N.04°37'11"W., ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 53, A DISTANCE OF 283.67 FEET;
- THENCE S.55°17'11"E, A DISTANCE OF 8.77 FEET;
- THENCE 387.60 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY, RADIUS OF 2852.15 FEET, CENTRAL ANGLE 007°47'11", AND A CHORD BEARING AND DISTANCE OF S.59°10'46"E, 387.30 FEET TO THE POINT OF BEGINNING.

AND BEING SUBJECT TO EXISTING EASEMENTS.

THAT THIS CERTIFIED SURVEY MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY SURVEYED AND DESCRIBED, AND THE DIVISION OF IT. THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES, AE-7 OF THE WISCONSIN ADMINISTRATIVE CODE, AND THE SUBDIVISION REGULATIONS OF THE CITY OF ALTOONA, EAU CLAIRE COUNTY, WISCONSIN IN SURVEYING AND MAPPING THE SAME.


PETER J. GARTMANN, P.L.S. NO. 2279
DATED THIS 30th DAY OF MAY, 2019

CERTIFICATE OF THE ALTOONA CITY COUNCIL

THE CITY OF ALTOONA HEREBY CERTIFIES THIS CERTIFIED SURVEY MAP COMPLIES WITH THE CITY OF ALTOONA'S MUNICIPAL CODE SUBDIVISION ORDINANCE AND IS APPROVED BY THE ALTOONA CITY COUNCIL PURSUANT TO THE SUBDIVISION ORDINANCE.

APPROVED THIS 23rd DAY OF May, 2019 BY THE ALTOONA COMMON COUNCIL


BRENDAN PRATT, CITY OF ALTOONA MAYOR



CADD No. 19099

SHEET 2 OF 3 SHEETS

[Exhibit A]