TO MEMBERS OF THE PLAN COMMISSION:

There will be a Plan Commission Meeting on Tuesday, August 18, 2020 at 5:30 p.m.

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

You may join the August 18 meeting from your computer, tablet or smartphone via
WEBSITE: https://zoom.us/join
WEBINAR ID: 876 5124 9954
Webinar Password: 088839

Or you can also dial in using your phone.
CALL IN PHONE NUMBER: 1-312-626-6799
WEBINAR ID: 876 5124 9954
Webinar Password: 088839
To make a public comment Raise your hand by pressing *9 on your telephone keypad. You will be called upon in the order received.

Agenda:

I. Call Meeting to Order.

II. Roll Call.

III. Citizens Participation Period.

IV. Discuss/consider approval of minutes of the July 14, 2020 Plan Commission Meeting.

V. UNFINISHED BUSINESS.

VI. NEW BUSINESS.

1. Discuss/consider recommendation to Council regarding design for Veterans Memorial Tribute within River Prairie Park.
2. Discuss/consider recommendation to Council regarding an amendment to the Woodman’s Crossing General Implementation Plan and Specific Implementation Plan for River Ridge Townhomes.

3. Discuss/consider recommendation to Council regarding a combined General Implementation Plan and Specific Implementation Plan for River Prairie Townhomes.

4. Discuss/consider recommendation to Council regarding a Certified Survey Map to combine parcels 201211502010 and 201101003010 located east of Lake Ccrt, initiated by the City of Altoona (public hearing at August 27th Council meeting).

5. Discuss/consider Site Plan for 527 Fairfax Street.

6. Discuss/consider recommendation to Council regarding Final Plat for Hillcrest Greens Condominium.

VII. MISCELLANEOUS BUSINESS AND COMMUNICATIONS.
1. Commissioner Training Opportunities.

2. Preliminary Community Change Information.


VIII. 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

###
ZOOM INSTRUCTION GUIDE

WEBSITE and TELEPHONE

DUE TO CORONAVIRUS COVID-19 RESIDENTS ARE ENCOURAGED TO ATTEND THE PLAN COMMISSION MEETING VIA THE APPLICATION, ZOOM UNTIL FURTHER NOTICE.

ZOOM MEETING INFORMATION:
WEBSITE: https://zoom.us/join
MEETING ID: 876 5124 9954
Webinar Password: 088839

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

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: 876 5124 9954
3. Enter webinar password: 088839# 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)
Enter meeting ID: 876 5124 9954

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

4

Join Meeting

876 5124 9954

Your Name
John Smith

Remember my name for future meetings
Do not connect to audio
Turn off my video

Join  Cancel

5. Enter webinar password on the next screen: 088839
5a. Computer Audio

5b. Phone Call

Meeting ID: 876 5124 9954
Meeting Password: 088839

Dial: 1-312-626-6799

Call 1-312-626-6799
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/articles/201362193)

[https://support.zoom.us/hc/en-us](https://support.zoom.us/hc/en-us)

[https://www.youtube.com/embed/vFhAEoCF7jg?rel=0&autoplay=1&cc_load_policy=1](https://www.youtube.com/embed/vFhAEoCF7jg?rel=0&autoplay=1&cc_load_policy=1)
MINUTES OF THE ALTOONA, WI
REGULAR PLAN COMMISSION MEETING
July 23, 2020

(I) Call Meeting to Order.
The meeting was called to order by Mayor Brendan Pratt at 5:30 p.m. held on zoom Teleconference/video conference due to Coronavirus COVID-19.

(II) Roll call.
Members present: Brendan Pratt, Tim Sexton, Matthew Biren, Bill Hoepner, Andraya Albrecht, Barbara Oas-Holmes and Dean Roth.

Also Present: City Planner Joshua Clements
Management Analyst Roy Atkinson
City Clerk Cindy Bauer
Pete Gartmann, Surveyor
Michael Markgren and Heidi Eliopoulos, Altoona School District Reps.
Pete Hoeft, Hoeft Builders regarding the River Prairie Wellness Center.

(III) Citizen Participation Period.
Motion by Sexton/Hoepner to close Citizen Participation Period. Motion carried.

(IV) Approval of minutes.
Motion by Sexton/Oas-Holmes to approve the minutes of the June 9, 2020 Regular Plan Commission meeting and the June 23, 2020 Special Plan Commission Meeting. Motion carried.

(V) Old Business – none.

(VI) New Business
(1) Public Hearing at 5:30 p.m. or as soon thereafter as possible regarding a Preliminary Plat (Condo Plat) for Hillcrest Greens Condominium.
Mayor Pratt opened the public hearing at 5:33 p.m.
City Planner Joshua Clements referred to the Proposed Condominium Plat for Hillcrest Greens Condominium, the Proposed Covenants for Hillcrest Greens Condominium and the Proposed Certified Survey Map - Hillcrest Greens Condominium. Clements explained that the proposed Condominium Plat is consistent with the approved Specific Implementation Plan for Whisper Ridge Townhomes approved by the Plan Commission on February 11, 2020 and City Council on February 13th. City Planner Clements also referred to the CSM and explained that the CSM reshapes existing parcels as an interim step to prepare the Condo instrument. Condo Plats cannot create lots or parcel lines.
Motion by Sexton/Biren to close the public hearing at 5:36 p.m. Motion carried.

(VI)(2) Discuss/Consider recommendation to Council regarding Preliminary Plat for Hillcrest Greens Condominium.
City Planner Clements said that if recommended for approval by the Plan Commission, the City Council will consider approval on July 23rd. The Final Plat may be subsequently considered for approval in August.
Plan Commission Member Roth questioned the parking availability for any visitors. Sean Bohan, AEC was present to explain the additional parking availability.

Motion by Hoepner/Roth or Sexton to recommend approval of the Preliminary Plat for Hillcrest Greens Condominium. **Motion carried.**

**(VI)(3) Discuss/Consider recommendation to Council regarding a Certified Survey Map to combine parcels of common ownership to prepare for Condominium Plat as submitted by Rooney Properties (Public Hearing at July 23rd Council meeting).**

City Planner Clements explained that the proposed CSM is an interim step to combine the individual lots and common property to create new lot boundaries in preparation for the Condominium instrument. Condo Plats cannot create new parcels or more boundaries, and thus the CSM is required to accomplish this step in the process.

Motion by Biren/Hoepner to recommend to Council approval of the CSM. **Motion carried.**

**(VI)(4) Public Hearing at 5:35 p.m. or as soon thereafter as possible regarding a Conditional Use Permit application for 754 Bartlett Avenue to allow a Childcare Facility in the C Commercial District as submitted by the School District of Altoona.**

Mayor Pratt opened the public hearing at 5:41 p.m.

City Planner Clements explained that the Altoona School District seeks to purchase and renovate the existing 6,246 ft² building located at 754 Bartlett Avenue for use as a 4K site. The 1.343-acre property is currently zoned I Industrial District and most recently used by Half Moon Education. School uses are permitted in residential zone districts and conditionally permitted in the C Commercial District. The desired student capacity is 72, with 10 staff. The interior renovation creates four classrooms, inside play space, with associated restrooms and other support spaces. The property features vehicle access to Bartlett Avenue as well as Garfield Avenue, connected with a direct private drive from which the parking and other building access is located. Two speed bumps are currently placed in the drive to slow vehicles, as there does appear to be cut-through traffic.

The proposed site modifications to the site illustrated in the plan are exclusive to adding an enclosed outdoor play space to the rear (north) of the building. This includes a 5’ chain link fence w/vinyl slats and playground equipment. City Planner Clements said if the appeal for Conditional Use is approved, the City Council must approve the appeal for rezoning prior to achievement of zoning entitlement and subsequent issuance of building permits.

Motion by Sexton/Hoepner to close the public hearing at 5:50 p.m. **Motion carried.**

**(VI)(5) Discuss/Consider approval of a Conditional Use Permit to allow a Childcare Facility at 754 Bartlett Avenue in the C Commercial District as submitted by the School District of Altoona.**

City Planner Clements said Staff recommends approval of the appeal for conditional use with the following conditions:

1. Approval of the Conditional Use Permit is subject to approval of the Appeal for Rezoning of the property to C Commercial District and satisfaction of any and all conditions attached to the rezoning.
2. The District shall coordinate with the City to accomplish direct, dedicated and separated pedestrian connections to and through the site, connecting building entrances to existing public ways.

3. Vehicle circulation to and through the site shall be revisited as needed to ensure safe circulation and management of conflicts. Conditions may be added or modified through the procedure provided by ordinance. The intended manner of vehicle circulation shall be clearly indicated through on-site signage and pavement markings.

4. Bicycle parking fixtures with capacity for no fewer than four bicycles shall be provided consistent with § 19.52.030 D. and § 19.52.06.

   Motion by Sexton/Roth to approve the Conditional Use Permit with staff-recommended conditions. Motion carried.

(VI)(6) Discuss/Consider recommendation to Council regarding an appeal to rezone 754 Bartlett Avenue from I Industrial District to C Commercial District as submitted by the School District of Altoona (Public Hearing at the July 23rd Council meeting).

   Motion by Sexton/Roth to recommend to Council approval of the appeal for rezoning. Motion carried.

(VI)(7) Discuss/consider recommendation to Council regarding an appeal to rezone 2999 Hamilton Avenue from R-1 One-Family Dwelling District to R-2 One and Two-family Dwelling District as submitted by Lila Cross (Public Hearing at the July 23rd Council meeting).

   City Planner Clements explained that a CSM was approved by the Plan Commission on June 9, 2020 and Council on June 11, 2020 to subdivide this property into three parcels, one with the existing home accessed from Hamilton Avenue, and two accessed from Gloede Avenue via an access easement. The four adjoining properties to the west are duplexes, each zoned R-2. Property to the east is Centennial Park, zoned P Park and Conservancy. City Planner Clements said Staff recommends approval of the appeal for rezoning. The CSM has been recorded and is documented as Lots 1, 2, and 3 of CSM 3573, Vol. 20 CSM, Page 151.

   Motion by Roth/Hoepner to recommend to Council approval of the Rezoning. Motion carried.

(VI)(8) Discuss/consider recommendation to City Council regarding approval of Ordinance 7A-20, an Ordinance amending the Official City Map per Altoona Municipal Code 12.02 (Public Hearing is scheduled at the 2020 July 23 Council meeting).

   City Planner Clements explained that the City has the authority to dedicate and reserve property for future planned public facilities, including roadways, parks, and other features. This dedication prevents private development to take place within the illustrated boundaries, and at such time a land division occurs, that the land for future public use be dedicated to the City, and in some cases provide for construction of the facility. “The official map is declared to be established to conserve and promote the public health, safety, convenience or general welfare” (Wis. Stats § 62.23(6)(c)) In order for amendments to the Official Map to become effective, Wis. Stats § 62.23(6)(c) requires that the City Council refer action to the Plan Commission for recommendation, and then a public hearing be held before Council, with class 2 legal notice, and Council must approve the amendment. The Public Hearing is scheduled for the July 23rd Council meeting.
Plan Commission Members were provided with copies of an exhibit which included a proposed right-of-way addition to the City’s Official Map along with a recent version of the map with air photo and parcel lines for examination purposes. The proposed Official Map will ensure that the backage road (Hillcrest Parkway) is contiguous at some point in the future. City Planner Clements provided Plan Commission Members with an updated Official Map prior to the Plan Commission Meeting.

City Planner Clements said City Planning and City Engineering recommend approval of the amended Official Map to improve circulation and safety, to promote public health, safety, and general welfare. There is only one entrance/exit from Hillcrest Estates, which is onto a State Highway, which creates constrained circulation for vehicles and safety hazards. The only pedestrian or bicycle route into Hillcrest Estates is via an existing bike trail connection through the elementary school site. This future roadway would improve vehicle access while also providing for a future sidewalk or trail connection.

Curt Tambornino, Owner of Curt Manufacturing had some concerns with the possibility of a road going through the Curt Manufacturing Parking Lot and/or his property off Mayer Road.

City Planner Clements commented on the letter the City received from Neil Trombly who had concerns with the proposed road through his property on Carol Street.

Plan Commission Members thought the proposed roadway as reflected by the white dotted line (as presented by Clements) would make more sense to have the continuation of North Hillcrest Parkway to Industrial Drive to provide access to properties versus the DOT proposed roadway between North Mayer Road and Industrial Drive through property owned by Curt Manufacturing.

Motion by Hoepner/Sexton to recommend to Council approval of Ordinance 7A-20 amending the Official City Map as modified with one being an alternative alignment of North Hillcrest Parkway to Industrial Drive as presented by staff, removing the connection between Industrial Drive and North Mayer Road; two being removal of the connection between North Mayer Road to Cty Road SS; and third eliminating the future extension of Cty Road SS to the south of Hwy12 to Carol Street with keeping the extension of Pleasant View. **Motion carried.**

**VI(9) Discuss/consider recommendation to Council regarding a Specific Implementation Plan for River Prairie Wellness Center.**

City Planner Clements referred to the Staff Report 20-07D and Proposed SIP River Prairie Wellness Center. Clements explained that the proposed Specific Implementation Plan illustrates architecture and site design elements for a 31,000 ft² two-story building to be located on Rivers Edge Trail (private drive) between DeFatta ENT to the north and Hoeft Builders to the south. This site is part of the Rivers Edge Trail General Implementation Plan in the River Prairie Mixed Use District. The proposed development area is 1.67 acres (73,180 ft²) and is a prepared “pad ready” site.

The building is designed to be an attractive four-sided building with entrance features on the south and east sides of the building. Emergency lower-level exit is on the west façade. The exterior materials are proposed to be predominately brick, stone, and prefinished metal trim. The building footprint is approximately 15,582 ft² that appears as a one-story building at the entrance level with a two-story atrium entrance feature, and utilizing the site topography to create a lower level walk-out design to the west. The lower level is fully occupied space. Vehicle access to the site is via Rivers Edge Trail, with shared access to DeFatta ENT to the north and Hoeft Builders to the South. The existing driveway north to DeFatta will be reconstructed as a vehicle drive isle with parking. A total of 85 additional vehicle parking spaces are proposed, and shared with adjacent sites. The proposal also includes modifying the existing parking area to add 3 stalls,
curb line, and pedestrian connectivity of the adjoining site, 1450 Rivers Edge Trail. Clements indicated that most of the stormwater at this site will be collected via two bioretention facilities on-site and conveyed to regional facilities serving the River's Edge Trail development area.

Peter Hoeft of Hoeft Builders was present to answer questions Plan Commission Members had regarding the site plan.

Staff recommends approval of the Specific Implementation Plan with the following modifications (conditions of approval):

A. **Access, Circulation & Parking** (RPDG IX. 1)
   1. Add not less than two bicycle racks at an appropriate location near the public entrances. Bicycle racks shall be “U Stand” or “Rounded A” design, or substantially similar, as described in *Altoona Municipal Code* Chapter 19.52, installed per manufacturer specifications.

B. **Landscaping** [RPDG IX 6]
   1. Add landscape trees (7) approximately as illustrated in the staff report. Trees shall be canopy species, native or hybrid native as defined by the WI DNR.
   2. Bioretention basins and parking lot islands shall be attractively and appropriately landscaped, including canopy trees.

C. **Building and Architectural Standards** [RPDG IX 7]
   1. Any/all mechanical equipment, including roof-mounted units, shall be appropriately screened by building-compatible materials or landscaping [RPDG, IX 7 H].
   2. Sign permits will be required for all building and ground signs and meet design requirements outlined in the River Prairie Design Guidelines, IX 5.
   3. All exterior lighting on the site shall be of full cut-off design and be shielded to prevent spillover of direct light onto adjacent properties [*Altoona Municipal Code* 19.59.030 (H)].

D. **Utilities**
   1. If the building features a sprinkler system, the Fire Department Connection (FDC) shall be 4” STORTZ and shall be located on the east facade. Final placement shall be reviewed and approved by Altoona Fire Department.
   2. Private utilities, including electric transformers, shall be located such as to minimize impact on landscaping. Private electric service shall be located on private property under softscape, avoiding impacts on trees and major landscape elements. City of Altoona reserves the right to review and approve locations of electrical transformers and other visible fixtures.
   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.

E. **Outstanding Elements**
1. The conditions of approval of the SIP modification for 2420 Rivers Edge Trail, approved by the Council on 2018 Oct 11, remain incomplete. These modifications shall be accomplished.

Motion by Sexton/Roth to recommend to Council approval of the Specific Implementation Plan as being in substantial compliance with the River Prairie Design Guidelines and Standards with staff recommended modifications. Motion carried.

(VI)(10) Discuss/consider recommendation to Council regarding design for Veterans Memorial Tribute within River Prairie Park.

City Planner Clements noted that the Veterans Foundation did not have the materials ready for this meeting and asked to move this agenda item to the August Plan Commission Meeting.

(VII) MISCELLANEOUS BUSINESS AND COMMUNICATIONS

(1) Date of the August meeting of the Plan Commission.

City Planner Clements mentioned that due to the fall primary election held on August 11th, Clerk Bauer asked to reschedule the Plan Commission meeting for Tuesday, August 18th at 5:30pm. Any business referred from that meeting will go to the August 27th Council meeting.

Consensus of the Plan Commission Members was to move the August meeting to August 18, 2020 at 5:30 p.m. Motion carried.

(VII) (2) Supplemental Materials.

City Planner Clements referred to the enclosed materials for reading materials:

- Planning Magazine, July 2020. “Building Better Cities for All”

Planning and governance functions and the relationship with racial & economic equity and inclusion (in both process and outcomes) continues to be of tremendous interest to planners and many allied disciplines. Enclosed are two recent articles from Planning Magazine for your reading, as well as links to two APA blog articles on climate action planning.

APA Blog: “7 Ways to Plan a Strong Climate Change Response”

APA Blog: “Congress Looks to Planning as a Climate Crisis Solution”

(VIII) Adjournment.

Motion by Biren/Hoepner to adjourn at 7:04 p.m. Motion carried.

Minutes transcribed by Cindy Bauer, Altoona City Clerk
MEMORANDUM

TO: Altoona Plan Commission

FROM: Joshua Clements AICP, City Planner

DATE: August 13, 2020


Provided below for your consideration is a summary of the Plan Commission agenda items.

(V) UNFINISHED BUSINESS

(VI) NEW BUSINESS

ITEM 1 - Discuss/consider recommendation to Council regarding agreement with Veteran’s Tribute Foundation and design for Veterans Memorial Tribute within River Prairie Park.

See Enclosed:

● Veterans Tribe Plaza, Phase I

To be discussed at the August 24th Parks Board and August 27th City Council.

Enclosed is an agreement between the City and the Veteran’s Tribute Foundation outlining conditions related to the foundation constructing improvements within River Prairie Park. Attached the agreement are the proposed plans for Phase I of the Veterans Memorial Tribute, encompassing the plaza area, and depicting the proposed utilization of and modifications to River Prairie Park to accommodate the Veterans Tribute feature(s). The tribute feature is proposed to be comprised of the following elements:

1. Tribute Plaza
   a. Memorial Patio area, with county seal, flags (9), sculptures (3), and downcast lighting.
   b. Stone memorial pavers.
   c. A connecting walkway along the north side of the existing biofiltration basin, connecting to Prevea Amphitheatre near the loading dock (shown as 5’ wide concrete)
Staff recommends that the 5’ wide walking path be 6’ - the minimum standard in the River Prairie Design Guidelines and Standards. This recommendation applies only in areas where pavement width is shown as less than 6’ (the walkway next to the pavers is effectively wider).

Future phases and features anticipated or discussed that are not applicable to this action item include:

1. Tribune Plaza
   a. A Connecting walkway to those existing walkways near the pond (shown in the enclosed plan as a future phase)
   b. A Connecting walkway below the Prevea Stage to the primary trail along the river.

2. Trail Sculptures
   a. Life-size bronze sculptures to be located along the trail along the river, between the stage walkway connection and the Riverside Pavilion.
   b. Memorial benches along the trail

3. Other Sculptures
   a. Bronze sculpture located near the west of the parking lot
   b. Sculpture including as water wall feature near the Riverside Pavilion

As you know, the flag pole and associated lighting was previously approved by the Plan Commission, Parks Board and Council and has been installed.

The cost of installation and maintenance of all features is to be borne by the veterans foundation, memorialized via the attached agreement. Any proposed changes in the features in any adopted plan or agreement shall require review and recommendation to the Council by the Plan Commission and Parks Board with final approval by the City Council. Pursuant to WI Stats 62.23(5), the Plan Commission exercises authority regarding the dedication and use of public property, including parkland, location of statue or other memorial or other memorial.

If approved, the only extent of approval applies to those elements specifically identified in the proposal, any conditions of approval (if any), and the proposed use agreement. Any modifications, substitutions, or expansions whatsoever shall require approval by the Plan Commission. The enclosed materials illustrate a Phase I that applies to the consideration. Other elements outside of this Phase are not approved at this time, but are provided for context of anticipated future additions or phases.

Also included for your review is a letter from Angela Deutschlander describing the Foundation’s intent with respect to flag etiquette. The letter reflects that the group only intends to observe presidential orders.

**Suggested Motion:** I move to recommend / not recommend to Council the approval of the proposed Veterans Tribute elements as proposed / with recommended modifications.
(VI) ITEM 2 - Discuss/consider recommendation to Council regarding an amendment to the Woodman’s Crossing General Implementation Plan and Specific Implementation Plan for River Ridge Townhomes.

See Enclosed:
- Staff Report 20-08A
- Combined General & Specific Implementation Plan: River Ridge Townhomes

The proposed combined General Implementation Plan and Specific Implementation Plan for River Ridge Townhomes envisions the 4.944-acre property as a townhouse development with one hundred dwellings between eight buildings, with three phases of implementation. The plan reflects 61 one-bedroom (1,112 ft² typ.) and 39 two-bedroom units (1,504 ft² typ.). Proposed characteristics of the dwellings include attached garages, one unit for one-bedroom, and two-car for two-bedrooms, bicycle parking and electric vehicle fixtures in the garages, private patios and terraces, and rooftop decks. All units include private patios and second floor decks. Common amenities proposed include a shelter at the existing bus stop, pavilion and grilling areas, 38 visitor parking spaces, walkways throughout the site and connections to area trails. Building materials are stone and composite siding, steel deck equipment with wire cable.

The Woodman’s Crossing General Implementation Plan, approved May 22, 2014, identifies the property as general commercial. Envisioned potential uses thought to include a “Junior Box” retail establishment complementary to Woodman’s Food Market. Other potential commercial uses could include consumer service or other employment with significant customer traffic, such as medical office. This proposal seeks to reposition the site for residential use.

Vehicle access is proposed at four points into the site from adjacent private roads. Storm water for the site has been planned for and provided with the existing regional pond located between Woodman Drive and River Prairie Drive.

Implementation is shown in three phases, with the first being buildings A, B & C totaling 42 units in the southwestern portion of the property. Phase II is shown as 32 units in buildings D, E and F in the northwest area, with Phase III 26 units in the northeastern portion of the site.

See the enclosed Staff Report 20-08A for description and analysis.

Staff recommends approval of the amendment to the Woodman’s Crossing GIP and SIP for River Ridge Townhomes as being generally consistent with the River Prairie Design Guidelines and Standards with the following modifications (conditions of approval):

A. Access, Circulation & Parking (RPDG IX. 1)

1. Add not less than two bicycle racks at an appropriate location near the visitor parking areas. Bicycle racks shall be “U Stand” or “Rounded A” design, or substantially similar, as described in Altoona Municipal Code Chapter 19.52, installed per manufacturer specifications.

2. Perimeter sidewalk shall be six feet in width [RPDG IX 1.C (5)].

3. Connections to existing pedestrian facilities:
a. Connect perimeter sidewalk to existing multi-use trail, including new curb ramp on the south side of the road and thermoplastic crosswalk markings, located approximately as indicated in staff illustration [RPDG IX 1.C(5)].

b. Connect center walkway through the site as a mid-block crossing across Blazing Star Boulevard.

c. Install curb ramp on the southwest corner of Blazing Star Boulevard and Woodman Drive, refresh crosswalk.

4. Post all adjacent roads as “No Parking”. The north side of the unnamed Woodman’s Service Drive to the south of the site may be permitted for automobile parking, subject to approval by the owner and to revisiting should unmanageable challenges arise.

B. Landscaping [RPDG IX 6]

1. Boulevard trees shall be provided by the Developer around the entire perimeter of the site and adjacent storm water pond, 30-foot spacing. Additional trees added approximately as illustrated in the staff report. Trees shall be canopy species, native or hybrid native as defined by the WI DNR.

2. Minimum species diversity - Tree selection shall be native species with minimum diversity and planting size as illustrated in the RPDG [IX 6 (D)]. To prevent uniform insect or disease susceptibility and eventual uniform senescence on a development site or in the adjacent area, the maximum percentage of any one tree species on the site shall be 15%. All species shall be native or native hybrid as recommended by the WI Department of Natural Resources. Boulevard trees shall be selected from the WI DNR “Suggested Trees for Streetside Planting in Western Wisconsin USDA Hardiness Zone 4” or City recommended boulevard tree list, confirmed by city staff.

3. Areas where street boulevard width is constrained (less than four feet), boulevard tree species selection shall be those that are specifically recommended for such environments that yield canopy height and spread, as approved by city staff.

4. Utilizing ash trees is specifically discouraged due to prevalence of emerald ash borer in this region.

5. Enhanced screening shall be provided and maintained along the north and east frontages to reduce light and sound trespass into the site from commercial traffic and adjacent commercial uses [RPDG IX 6.E].

6. Ground areas immediately surrounding all outdoor grills shall be hardscaped (so as to prevent grease or cooking debris causing fire). Any natural gas or LP cooking areas shall include emergency shut off.

C. Building and Architectural Standards [RPDG IX 7]

1. Any/all mechanical equipment, including roof-mounted units, shall be appropriately screened by building-compatible materials or landscaping [RPDG, IX 7 H].
2. Sign permits will be required for all building and ground signs and meet design requirements outlined in the River Prairie Design Guidelines, IX 5.

3. All exterior lighting on the site shall be of full cut-off design and be shielded to prevent spillover of direct light onto adjacent properties [Altoona Municipal Code 19.59.030 (H)].

D. Utilities

1. 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.

2. Easements shall be dedicated for the water main to service the dwellings, and the main shall be looped to the west through the driveway corridor, or other means as approved by the City Engineer.

3. If the buildings feature sprinkler systems, the Fire Department Connection (FDC) shall be 4” STORTZ and final placement shall be reviewed and approved by Altoona Fire Department.

4. Private utilities, including electric transformers, shall be located such as to minimize impact on landscaping. Private electric service shall be located on private property under softscape, avoiding impacts on trees and major landscape elements. City of Altoona reserves the right to review and approve locations of electrical transformers and other visible fixtures.

Suggested Motion: I move to recommend/not recommend Council approval of the amendment to the Woodman’s Crossing GIP and adoption of the SIP for River Ridge Townhomes with staff recommended modifications.

(VI) ITEM 3 - Discuss/consider recommendation to Council regarding a combined General Implementation Plan and Specific Implementation Plan for River Prairie Townhomes.

See Enclosed:
- Staff Report 20-08B
- Combined General & Specific Implementation Plan: River Prairie Townhomes

The proposed combined General Implementation Plan and Specific Implementation Plan (phase I) for River Prairie Townhomes reflects 36 townhome condominium dwellings completed in two phases each of three buildings. The 3.993-acre property is owned by the City of Altoona and subject to purchase agreement, is located on the south side of Lake Road, immediately east of Lake Court.

The plan reflects six buildings with identical floor plans:

(A) Two two-bedroom, two-bath (2,144 ft², incl. basement) with master bedroom on main level with second bedroom, bath and family room in finished basement; two-car attached garage;

(B) Two two-bedroom, two-bath (1,418 ft² / 1,508 ft²) with bedrooms upstairs, and partially finished basement with bonus room; two-car attached garage;

(C) Two three-bedroom, two baths (1,430 ft² / 1,550 ft²) with bedrooms upstairs, home office on main level, partially finished basement with bonus room; two-car attached garage.
Each partially finished basement includes a code-compliant window for natural light and potential use of the space as a bedroom. Exterior materials are cultured stone veneer, LP Smartside composite lap siding, fiberglass double hung windows, asphalt shingles with standing seam steel roofing for accent window canopies.

There are a total of 60 garage parking spaces proposed for 36 dwellings. Three visitor parking spaces proposed in Phase I and 12 shown to be added in Phase II for a total of 15. Parking is also available in front of each garage without obstructing passage through the private drive.

The property is arranged as a condominium development with each dwelling footprint individually owned with common property comprising the remainder of the land, including private drive and storm water features. The Developer has provided drafts of the condominium instrument and covenants for review.

The proposal is the result of a competitive RFP process conducted by the City of Altoona in March and April for the development of City-owned property. Per the sale agreement with the City, Phase I is to be completed by May 1, 2021 and Phase II one year later. All dwelling units shall be constructed and offered for sale. The advertised price of 66% of the total units shall be “affordable” to households earning 150% of Area Median Income.

See the enclosed Staff Report 20-08B for description and analysis.

Staff recommends approval of the River Prairie Townhome GIP and Phase I SIP as being generally consistent with the River Prairie Design Guidelines and Standards with the following modifications (conditions of approval):

A. **Access & Circulation** [RPDG IX. 1]
   1. Add and maintain crosswalk stripping in areas where the driveways cross the trail.
   2. Add not less than two bicycle racks at an appropriate location near the visitor parking areas. Bicycle racks shall be “U Stand” or “Rounded A” design, or substantially similar, as described in *Altoona Municipal Code* Chapter 19.52, installed per manufacturer specifications.

B. **Landscaping** [RPDG IX. 6]
   1. Minimum species diversity - Tree selection shall be native species with minimum diversity and planting size as illustrated in the RPDG [IX 6 (D)]. To prevent uniform insect or disease susceptibility and eventual uniform senescence on a development site or in the adjacent area, the maximum percentage of any one tree species on the site shall be 15%. All species shall be native or native hybrid as recommended by the WI Department of Natural Resources. Trees along the street frontage shall be selected from the WI DNR “Suggested Trees for Streetside Planting in Western Wisconsin USDA Hardiness Zone 4” or City recommended boulevard tree list, confirmed by city staff.

   2. Additional canopy trees shall be added throughout the site, approximately as indicated in the enclosed illustration. The canopy specimens (indicated in the proposal and staff illustration)
shall be native or hybrid native as defined by the WI DNR, and be defined as “large canopy” or “tall” typology.

3. Add medium native trees shall be planted near the west property line in an arrangement to create property demarcation, screening, and contribute to forestry standards described in the River Prairie Guidelines, approximately as illustrated in the Staff Report. Trees shall be planted not greater than 25-foot average spacing, in a manner such as to avoid future conflicts with buried utilities or overhead wires [RPDG IX 6(D)(2)(a)] approximately as indicated in the enclosed illustration.

4. Add additional native canopy trees approximately is illustrated in the Staff Report throughout Phase I.

5. Utilizing ash trees is prohibited due to prevalence of emerald ash borer in this region.

6. Enhanced screening shall be provided and maintained along the north and east frontages to reduce light and sound trespass into the site from Lake Road [RPDG IX 6.E].

7. Bio-infiltration facilities and water quality swales shall be attractively landscaped with horticulturally appropriate rain garden plantings.

C. Building and Architectural Standards [RPDG IX 7]

1. Any/all mechanical equipment shall be appropriately screened by building-compatible materials or landscaping [RPDG, IX 7 H].

2. All exterior lighting on the site shall be of full cut-off design and be shielded to prevent spillover of direct light onto adjacent properties [Altoona Municipal Code 19.59.030 (H)].

D. Utilities

1. 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.

2. If the buildings feature sprinkler systems, the Fire Department Connection (FDC) shall be 4” STORTZ and final placement shall be reviewed and approved by Altoona Fire Department.

3. Private utilities, including electric transformers, shall be located such as to minimize impact on landscaping. Private electric service shall be located on private property under softscape, avoiding impacts on trees and major landscape elements. City of Altoona reserves the right to review and approve locations of electrical transformers and other visible fixtures.

E. Administration

1. A Specific Implementation Plan shall be reviewed and approved for Phase II. Phase II plan may be reviewed and approved by staff if consistent with the materials provided for Phase I approval. Detailed landscape plan shall be provided.

Suggested Motion: I move to recommend/not recommend Council approval of the combined General and Specific Implementation Plan for River Prairie Townhomes with staff recommended modifications.
(VI) ITEM 4 - Discuss/consider recommendation to Council regarding a Certified Survey Map to combine parcels 201211502010 and 201101003010 located east of Lake Court, initiated by the City of Altoona (public hearing at August 27th Council meeting).

See Enclosed:
  ● Proposed Certified Survey Map

The two parcels are owned by the City of Altoona, located immediately east of Lake Court, and total 3.993 acres. Completion of the CSM prepares the property for sale and development consistent with a purchase agreement for the property: River Prairie Townhomes (Item 3).

A subsequent condominium instrument will create the conditions for independent ownership of each dwelling associated with the development.

Suggested Motion: I move to recommend / not recommend approval of the CSM.

( VI) ITEM 5 - Discuss/Consider Site Plan for 527 Fairfax Street.

See Enclosed:
  ● Proposed Site Plan 527 Fairfax Street

  The proposed Site Plan for 527 Fairfax Street reflects an 1,360 SF addition to an existing 1,440 SF commercial building. The addition utilizes the existing vehicle access to the site and adds four vehicle parking spaces. Stormwater generated by the parking area will drain to an infiltration area to the east.

  Staff recommends approval to the Site Plan.

Suggested Motion: I move to approve / not approve the Site Plan for 527 Fairfax Street.

( VI) ITEM 6 - Discuss/consider recommendation to Council regarding Final Plat for Hillcrest Greens Condominium.

See Enclosed:
  ● Proposed Condominium Instrument- Hillcrest Greens Condominium

  The proposed Condominium Plat is consistent with the approved Specific Implementation Plan for Whisper Ridge Townhomes approved by the Plan Commission on February 11, 2020 and City Council on February 13th. The public hearing for the preliminary plat - condominium instrument was held before the Plan Commission on July 14th and approved at that time. The preliminary plat was approved by the Council on July 23rd.

  Final consideration of the Condominium Instrument will be considered by the Council on August 27th.
Suggested Motion: I move to recommend / not recommend approval of the Final Plat for Hillcrest Greens Condominium.

(VII) MISCELLANEOUS BUSINESS AND COMMUNICATIONS

(VII) ITEM 1 - Commissioner Training Opportunities

See Enclosed:
- University of Wisconsin Extension Fall Zoning Webinars
  
Upper Midwest APA Conference (Virtual)

  Wisconsin, Minnesota and Iowa will be hosting a joint virtual annual conference on October 12 - 14.

  The City has budgeted for supporting Commissioners to attend. Please alert staff if you are interested. Attendance, even for a portion of the Conference, is highly encouraged.

UW - Madison, Division of Extension

  The University of Wisconsin Division of Extension provides continuing education opportunities concerning a variety of planning and development related topics. There are two upcoming webinars recommended by staff, and the City has budgeted for Commissioners to attend:

  New Rules for Conditional Uses - Tuesday, September 29, 2020, 10-11 am
  Refreshing Your Zoning Ordinance - Monday, November 30, 2020, 10-11 am

  Details are attached and are available on our Eventbrite page:
  https://www.eventbrite.com/e/zoning-webinars-registration-112871838708

(VII) ITEM 2 - Preliminary Community Change Information

  The Preliminary Estimate of the January 1, 2020 Population for local governments was released by WI Department of Administration on August 10th. Final estimates will be released on October 10th. The City of Altoona preliminary population estimate is 8,099, an increase of 1,393 residents or 20.77% since 2010. Altoona remains #2 fastest growing City in Wisconsin in percentage terms, with the remaining four of five fastest growing located in Dane County. Another interesting frame is that Altoona represents 0.14% of Wisconsin’s population, but accounted for 0.83% of total state population growth.

  Preliminary estimates for the City of Eau Claire is 68,429, an increase of 2,498 or 3.79% since 2010. The Town of Washington estimate is 7,441, an increase of 307 or 4.30%.
Estimates for Eau Claire County growth of 5,223 persons, or 5.29%, is the sixth highest rate among Wisconsin's 72 counties. This figure is very similar to La Crosse County (5.07%). The estimated change in total state population is 2.95%. The City of Altoona, approximately 7.8% of Eau Claire County estimated population, represented 26.7% of estimated County growth.

Staff will provide a more thorough summary near the end of the year once estimates are finalized and local 2020 development information is compiled.

(VII) ITEM 3 - Supplemental Materials

See Enclosed:

- APA Planning Advisory Service QuickNotes #54: The Value of Planning (2015)
- APA Planning Advisory Service QuickNotes #87: Biophilia (2020)

The audience for the enclosed APA QuickNotes #54 is both public officials and engaged citizens, and this edition summarizes some of the many benefits of community planning. “Communities that do not plan are often forced to deal with problems reactively. Perhaps more importantly, though, they are less likely to seize opportunities for transformative and positive change.”

QuickNotes #87 summarizes Biophilia (bio = life, living things; philia = love for), a concept that describes the innate human desire to connect with other living things and the natural environment. Multiple studies have shown that the connection to nature has numerous positive impacts on physical and mental health. Yet decades of urbanization and sedentary lifestyles have disconnected people from nature; we spend most of the day sitting indoors without easy access to green space.

While planners have long been aware of the benefits from nature exposure, most U.S. cities still lack an equitable and effective integration of nature, and nearly all places can do better. This dynamic resurfaced during the COVID-19 pandemic, when most people were forced to shelter in place in their nature-deprived neighborhoods. Many communities experienced tremendous increase in the use of outdoor public spaces, including parks and trails of all types, often resulting in crowded conditions and calls for renewed attention and investment.

This edition of PAS QuickNotes emphasizes the importance of biophilia in planning and explains how planners can create biophilic cities and communities that provide equitable access to nature and green space design that offers an effective nature experience for all.

(VII) ITEM 4 - 2021 Capital Budget

As you know, City Staff is preparing the 2021 annual budget. The first budget meeting was held on August 13th prior to the City Council meeting. The initial proposed capital budget (CIP) as assembled by staff was presented. Staff is working on getting some preliminary estimates of projects budgets from comparable projects, and the budget request may be updated based upon these findings.
Items most relevant to planning functions included in the proposed CIP include:

Comprehensive Plan
This budget is intended to provide financial resources to engage consultants and potentially acquire additional materials to complete a new comprehensive plan. Staff time in managing current development projects and city-initiated projects has prevented time to focus on this very large and critical project. Consultants would collaborate with WCWRPC in mapping and scenario planning activities they have already completed and have under contract to support. Depending upon timing, we may be able to begin this project yet this calendar year.

Volkman Property Concept Plan
This budget is indeed to provide resources to engage design professionals to create preliminary development concepts for the 83 acres purchased by the City near County Highway SS and Highway 12, and adjacent properties. This plan is intended to provide land use options for Council to arrive at development scenarios. This plan is intended to be utilized in the subsequent year (2022) to create precise plans for all or part of the property.

Windsor Forest Cluster Neighborhood Plan
Creating a concept plan for property owned by the City located generally between Nottingham Way and Saxonwood Drive. Staff is currently pursuing an opportunity for a UW-Madison Landscape Architecture Capstone Project to complete in initial vision. This budget is intended to either take that student vision into a format appropriate for seeking development of the property, or begin from staff input.

Potential Additional Projects:

Climate Action Plan

Urban Forestry Assessment / Strategic Plan / Management Plan

Additional Items:

The 2021 budget includes funding to implement an electronic municipal code platform for improved access, searching, and updating.

The City is in discussion with WCWRPC to complete; (1) Update the City-wide Official Map; (2) Complete a Bicycle & Pedestrian Implementation Plan (building on the current staff-led effort), including a Safe Routes to Parks component.
MEMORANDUM

TO: Plan Commission Members
FROM: Joshua Clements AICP, City Planner & Zoning Administrator
SUBJECT: 2020 August 18, 2020 Plan Commission Meeting Items

Provided below for your consideration is a summary of the 2020 August 18 Plan Commission Meeting agenda items.

(VI) NEW BUSINESS

ITEM 1 - Discuss/consider recommendation to Council regarding agreement with Veteran’s Tribute Foundation and design for Veterans Memorial Tribute within River Prairie Park.

See Enclosed:
  ● Veterans Tribe Plaza, Phase I

To be discussed at the August 24th Parks Board and August 27th City Council.

Enclosed is an agreement between the City and the Veteran’s Tribute Foundation outlining conditions related to the foundation constructing improvements within River Prairie Park. Attached the the agreement are the proposed plans for Phase I of the Veterans Memorial Tribute, encompassing the plaza area, and depicting the proposed utilization of and modifications to River Prairie Park to accommodate the Veterans Tribute feature(s). The tribute feature is proposed to be comprised of the following elements:

1. Tribute Plaza
   a. Memorial Patio area, with county seal, flags (9), sculptures (3), and downcast lighting.
   b. Stone memorial pavers.
   c. A connecting walkway along the north side of the existing biofiltration basin, connecting to Prevea Amphitheatre near the loading dock (shown as 5’ wide concrete)

Staff recommends that the 5’ wide walking path be 6’- the minimum standard in the River Prairie Design Guidelines and Standards. This recommendation applies only in areas where pavement width is shown as less than 6’ (the walkway next to the pavers is effectively wider).

Future phases and features anticipated or discussed that are not applicable to this action item include:
1. Tribute Plaza
   a. A Connecting walkway to those existing walkways near the pond (shown in the enclosed plan as a future phase)
   b. A Connecting walkway below the Prevea Stage to the primary trail along the river.

2. Trail Sculptures
   a. Life-size bronze sculptures to be located along the trail along the river, between the stage walkway connection and the Riverside Pavilion.
   b. Memorial benches along the trail

3. Other Sculptures
   a. Bronze sculpture located near the west of the parking lot
   b. Sculpture including as water wall feature near the Riverside Pavilion

As you know, the flag pole and associated lighting was previously approved by the Plan Commission, Parks Board and Council and has been installed.

The cost of installation and maintenance of all features is to be borne by the veterans foundation, memorialized via the attached agreement. Any proposed changes in the features in any adopted plan or agreement shall require review and recommendation to the Council by the Plan Commission and Parks Board with final approval by the City Council. Pursuant to WI Stats 62.23(5), the Plan Commission exercises authority regarding the dedication and use of public property, including parkland, location of statue or other memorial or other memorial.

If approved, the only extent of approval applies to those elements specifically identified in the proposal, any conditions of approval (if any), and the proposed use agreement. Any modifications, substitutions, or expansions whatsoever shall require approval by the Plan Commission. The enclosed materials illustrate a Phase I that applies to the consideration. Other elements outside of this Phase are not approved at this time, but are provided for context of anticipated future additions or phases.

Also included for your review is a letter from Angela Deutschlander describing the Foundation’s intent with respect to flag etiquette. The letter reflects that the group only intends to observe presidential orders.

**Suggested Motion:** I move to recommend / not recommend to Council the approval of the proposed Veterans Tribute elements as proposed / with recommended modifications.
VETERANS’ TRIBUTE DEVELOPMENT AGREEMENT

THIS VETERANS’ TRIBUTE DEVELOPMENT AGREEMENT (this “Agreement”) made and entered into this _________ day of ____________, 2020, by and between the City of Altoona, a Wisconsin municipal corporation (the “City”) and Eau Claire County Veterans Tribute Foundation, Inc. (the “Foundation”). The City and the Foundation may be referred to individually as “Party” or collectively as the “Parties”.

WHEREAS, the City and the Foundation entered into a memorandum of understanding dated __________, ________, 2019, related to the cooperative efforts of the City and the Foundation to develop a Veterans’ tribute in the City of Altoona; and

WHEREAS, the Parties wish to enter into a Development Agreement to formalize the Parties’ understanding with respect to the development of the Veterans tribute in the City.

NOW, THEREFORE, in consideration of the foregoing recitals and definitions which are hereby incorporated into this Agreement, the mutual covenants and promises each Party has made to the other as set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions: In this Agreement, the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

“Agreement” means this Development Agreement by and between the City and the Foundation, as the same may be from time to time amended.

“City” means the City of Altoona, Eau Claire County, Wisconsin.

“Foundation” means Eau Claire County Veterans Tribute Foundation, Inc.

“Flag Etiquette” means the maintenance, the raising and lowering, and the replacing (if necessary) of the flag(s) as appropriate.

“Phase 1” means the first phase of the Project which includes the construction of the Veterans’ Memorial Plaza, installation of any statues or monuments, any connecting necessary trails along the River Prairie trail system, installing lighting and signage, and the purchase and installation of the flag pole.

“Project” means the development and construction of the Veterans’ Tribute Park located at the City’s River Prairie development.

“Property” means the River Prairie development located within the City of Altoona where the Project will be constructed.

2. Conditions Precedent: As a condition precedent to the undertakings required of the
Parties to this Agreement, neither the City nor the Foundation shall be obligated to proceed until:

**a. With regard to the Foundation:**
(1) The Foundation has obtained all building or other permits, if any, required by the City or appropriate governmental licensing/permitting authority for construction of the Project on the Property.
(2) The final design of the Project is referred to the City’s Plan Commission and Parks Board for recommendation to the City Council and the final design of the Project receives final approval by the City Council.

**b. With regard to the City:**
(1) Final passage by the City’s governing body of this Agreement and the final design of the Project.

3. **Undertakings:** The Parties covenant and represent that, subject to the conditions precedent specified in Section 2, above, the City and the Foundation undertake to complete, in the time schedule to be specified, the following matters:

**a. By the City:**
(1) The City shall grant the Foundation the permission and authority to construct the Project on the Property.

(2) After the Phase 1 improvements are constructed and installed by the Foundation, the City agrees to:
   i. maintain the park space associated with the Project on the Property in the same manner it currently maintains the River Prairie Park;
   ii. pay ongoing utility costs for electric, water and sewer service;
   iii. Enter into an agreement with the Foundation specifying the responsibility for paying costs associated with IT and security services after installation once costs are known; and
   iv. be responsible for approving and permitting events that use any portion of the Project.

**b. By the Foundation:**
(1) Subject to the terms and conditions of this Agreement, the Foundation hereby agrees and commits to begin construction of the Phase 1 improvements no later than September 15, 2020. The Foundation agrees to complete the Phase 1 improvements no later than June 22, 2021, unless otherwise agreed to by the City in writing. The Project will be constructed according to final design construction plans prepared by the Foundation and approved by City Council and applicable state and local agencies. Final plans are attached hereto as **Exhibit 1**. The Foundation shall be responsible for all costs associated with the construction and installation of the Phase 1 improvements.

(2) The Foundation shall contract with Royal Construction, Inc. (“Royal Construction”) for the construction and installation of the Phase 1 improvements. The Foundation shall ensure Royal Construction and any of its contractors carry insurance in the following amounts:

The cost of such insurance is the Contractor’s responsibility.
Minimum Scope of Insurance

The Coverage shall be at least as broad as:

a) Insurance Services Office commercial general liability coverage, “occurrence” form number CG 0001.

b) Insurance Services Office form number CA 0001 covering automobile liability, code 1 “any auto” and endorsement CA 0025.

c) Workers’ compensation insurance, as required in Wisconsin State Statutes, and employer’s liability insurance.

Minimum Limits of Insurance

The Contractor shall maintain limits no less than:

a) 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 is acceptable.

b) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

c) Workers’ Compensation and Employers Liability: Workers’ compensation limits as required by Wisconsin State Statutes and employer liability limits of $500,000 per accident.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

a) General Liability and Automobile Liability Coverage

1) The City, its officers, officials, employees and volunteers are to be covered as insureds for: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers.
volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b) Workers' Compensation and Employers Liability Coverage

1) The insurer shall waive all rights to subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

c) All Coverages

1) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the City.

d) Subcontractors

1) Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Verification of Coverage

The Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City and are to be received and approved by the City before work commences. The City reserves the rights to require complete, certified copies of all required insurance policies, at any time. The City's failure to notice or notify the Contractor of any coverage deficiencies that may be apparent in the documents submitted to the City shall not relieve the Contractor of responsibility to provide coverages required in this contract. and shall name the City as an additional insured on such policies.

(3) After the completion of each phase of the Project, the Foundation shall provide ongoing insurance coverage on all improvements associated with the Project in an amount no less than replacement
value on all improvements completed in each phase and shall name the City as an additional insured on such policies.

(4) The Foundation shall be responsible for Flag Etiquette for all flags installed as part of the Project and will observe all Presidential declarations.

(5) Except for the maintenance performed by the City pursuant to Section 3.a.(2)i. of this Agreement, the Foundation shall be responsible to repair any improvements associated with the Project which the City deems need to be repaired. Such responsibility shall include paying for said repairs as well as contracting with an individual(s) or company to make such repairs. The Foundation shall make any such repairs within 90 days from the date it receives a written request for repair(s) from the City unless such time is extended by the City in writing.

4. Future Improvements: Additional phases/plans may be added to this Agreement by future addendums and, after City approval, will be incorporated herein.

5. Ownership of Improvements: The Parties agree that after completion of the Project, all improvements, including but not limited to the Phase 1 improvements, shall be the property of the City and owned solely by the City. The City reserves the right to alter, relocate, replace, or remove the Project, in its sole discretion. In the event that the City removes the Project, the Foundation shall have the option to remove and reclaim, at the Foundation’s expense, the statutes, monuments, flags, lighting, signage, legacy stones, and similar items which had been purchased by or provided by the Foundation.

6. Indemnification: The Foundation (“Indemnifying Party”) shall defend, save, and hold harmless the City, its officers, employees, authorized representatives, or volunteers (collectively, “Indemnified Party”) and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, penalties, liabilities, interest, decrees, costs, charges, and expenses of whatsoever kind or nature, including reasonable attorney’s fees, that are incurred by the Indemnified Party, whether arising out of or in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, which may arise out of or in connection with the Project or the terms of this Agreement, with the exception of any claim arising out of the Indemnified Party’s own negligence or misconduct.

7. Supplemental Conditions

a. No Vested Rights Granted: Except as required by law or expressly provided in this Agreement, no vested right in connection with the Project shall inure to the Foundation. The Foundation expressly acknowledges and agrees the City has not warranted in any manner that by execution of this Agreement the Foundation is entitled to any approvals which may be required in connection with the Project or the Improvements.

b. No Waiver: No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The City’s failure to pursue any default under this Agreement may not under any circumstances be deemed a waiver of any subsequent default of other defaults of the same type absent written agreement to the contrary. The City’s failure
to exercise any right under this Agreement shall not constitute the approval of any wrongful act by
the Foundation or the acceptance of any Improvement(s).

c. Amendment/Modification: This Agreement may be amended or modified only by a written
amendment approved and executed by the City and the Foundation.

d. Default: A default is defined as a Party’s breach of, or failure to comply with, the terms of this
Agreement. Upon breach by any Party, the non-breaching Party shall provide the breaching Party a
notice of default, and if said default is not cured within 30 days, the non-breaching Party may
terminate this Agreement.

e. Entire Agreement: This written Agreement, any written amendments, and any referenced
attachments shall constitute the entire Agreement between the Foundation and the City.

f. Attorney’s Fees: If either Party is required to resort to litigation, arbitration, or mediation to
enforce the terms of this Agreement, the prevailing Party will recover from the other Party all costs,
including reasonable attorney’s fees and expert witness fees, incurred, including the costs and
attorney’s fees associated with obtaining an award of fees. If the court, arbitrator, or mediator
specifically awards relief to both Parties on their claims, each will bear its own costs in their entirety.

g. Time: For the purpose of computing the commencement, abandonment, and completion periods
for the Project, such times in which war, civil disasters, acts of God, or extreme weather conditions
occur or exist shall not be included if such times prevent the Foundation or City from performing its
obligations under the Agreement.

h. Severability: If any part, term, or provision of this Agreement is held by the courts to be illegal or
otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other
part, term, or provision and the rights of the Parties will be construed as if the part, term, or provision
was never part of the Agreement.

i. Non-Assignability: The benefits of this Agreement to the Foundation are personal and shall not be
assigned without the express written approval of the City. Such approval may not be unreasonably
withheld, but any unapproved assignment is void.

j. Immunity: Nothing contained in this Agreement constitutes a waiver of the City’s sovereign
immunity under applicable law.

8. Notice: Any notice required or permitted by this Agreement shall be deemed effective when
personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service,
postage prepaid, certified, and return receipt requested, and addressed as follows:

if to the City: City of Altoona
Attn: City Administrator
1303 Lynn Avenue
Altoona, WI 54720

if to the Foundation: Eau Claire Veterans Tribute Foundation
Attn: Mark Beckfield
4245 Meadowood Drive
Eau Claire, WI 54701
9. Personal Jurisdiction and Venue: Personal jurisdiction and venue for any civil action commenced by either Party to this Agreement whether arising out of or relating to the Agreement shall be commenced in Circuit Court for Eau Claire County. The Foundation expressly waives its right to bring such action in or to remove such action to any other court whether state or federal.

10. Consent Not to be Unreasonably Withheld: Whenever in this Agreement it is provided that an action may not proceed or be carried out without the consent of the City, such consent shall not be unreasonably withheld.


12. Cooperation: The City and Foundation agree to mutually cooperate in performance of the terms and conditions of this Agreement and shall take all necessary steps which may be reasonably required to accommodate the obligations herein specified.

13. Force Majeure: Subject to, and except as provided in Section 7.g, performance by the Parties hereunder shall not be deemed an event of default where delays are proximately caused by any strike, lockout, riot, flood, earthquake, fire, casualty, epidemic or pandemic, act of God, governmental restriction, unusually severe weather, or other act beyond the control or without the fault of the Party claiming an extension of time to perform. An extension for such cause shall be for the period of the enforced delay.

14. Effective Date: This Agreement shall be effective as of the date and first year written above.

CITY OF ALTOONA
By: ________________________________
Brendan Pratt, Mayor
Cindy Bauer, City Clerk
STATE OF WISCONSIN )
)ss.
COUNTY OF EAU CLAIRE )
Personally came before me this ___ day of _____________, 2020, the above-named Brendan Pratt, Mayor, and Cindy Bauer, City Clerk, of the City of Altoona, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the authority of the City of Altoona.
[Seal] Notary Public, State of Wisconsin
My Commission Expires:

EAU CLAIRE COUNTY VETERANS TRIBUTE FOUNDATION, INC.
By: ________________________________
Mark Beckfield
Its:
STATE OF WISCONSIN )
)ss.
COUNTY OF ____________________ )
Personally came before me this ___ day of _____________, 2020, the above-named Mark Beckfield, to me known to be the person who executed the foregoing instrument and acknowledged that he is authorized to execute the same
[Seal] Notary Public, State of Wisconsin
My Commission Expires:
ASPHALT PATH NOTE:
INSTALL 8.0 FT WIDE, 2.0 INCH THICK ASPHALT PATH. MATCH INTO
SOUTH TO NORTH ENDS WITH MINOR GRADING. THE REST OF THE
PATH LAID ON EXISTING BASE COARSE AFTER COMPACTION.

MEMORIAL STONE PATH
AREA TABLE

<table>
<thead>
<tr>
<th>Zone</th>
<th>Area (SF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>344</td>
</tr>
<tr>
<td>B</td>
<td>510</td>
</tr>
<tr>
<td>C</td>
<td>530</td>
</tr>
<tr>
<td>D</td>
<td>420</td>
</tr>
<tr>
<td>E</td>
<td>285</td>
</tr>
<tr>
<td>F</td>
<td>240</td>
</tr>
<tr>
<td>G</td>
<td>255</td>
</tr>
<tr>
<td>H</td>
<td>378</td>
</tr>
<tr>
<td>I</td>
<td>465</td>
</tr>
<tr>
<td>Total</td>
<td>2,400</td>
</tr>
</tbody>
</table>
ASPHALT PATH NOTE:
INSTALL 8.0 FT WIDE, 2.0 INCH THICK ASPHALT PATH. MATCH INTO SOUTHWEST TO NORTH END WITH MINOR GRADING. THE REST OF THE PATH LAID ON EXISTING BASE COARSE AFTER COMPACTION.
Bronze sculpture
Modern US Marine Infantry Soldier

Two sentinel statues at front entrance of the Honor Mall.
Statues are life size.
Will be placed on a 24" x 24" light gray granite base.
Overall height: 84" tall with base.
Both will be bronze as shown on right.
(No color)

Gold Star Mothers bronze monument
The dimensions of the base under the Gold Star Wife is 64"L x 26"W x 4" thick.
(Light gray granite base will be used on this piece.)

EAU CLAIRE COUNTY VETERANS TRIBUTE
RIVER PRAIRIE, ALTOONA
AUGUST 24, 2020

72" Cast bronze county seal in center of concrete star
Proportional bronze lettering on outside ring of cities & towns.
To our esteemed city council, we would like to share some exciting updates on our community flag feature “Old Glory”. As you know the American Flag is of the utmost importance to Honor Our Veterans, and she has been flying proudly now for 3 weeks. The new flag in River Prairie has quickly become a major landmark for the Chippewa Valley. We have had hundreds of compliments, many of which say the location is perfect and they are pleased it is in Altoona. The Facebook live viewing of the flag raising ceremony on July 3 garnered more than 11,000 views and we are beyond thrilled with the support coming from the community.

As with any project, speed bumps sometimes get in the way of smooth progress. The lights on the flag were delayed but are now in full operation with some adjustments planned next week. In this past week, the power outlet was installed to operate the flag’s motor control. For this week, we have scheduled the install of a 24/7 lock box for Altoona emergency staff access only, as well as providing the city with a large receptacle for the flag itself. Recognizing that we are solely responsible for the lowering, raising and maintenance of the flag, this lock box and receptacle is being put in place for emergency situations only as a coordinated effort with the City of Altoona.

We originally intended to purchase a high-tech device to lower the flag remotely which would have required the pole motor being hardwired to local power. However, it was determined that connecting to the City’s power could result in damage to the whole circuit if the flagpole were hit by lightning. Therefore, the Foundation made the decision to plug the flag motor into power manually each time the flag needs to be raised or lowered.

We are currently working on a class that will be held to train our flag crews and city staff on the safe and proper operation of the system. A videographer will be putting together a video of the training that can be accessed on our You Tube channel. It is our goal to have this training program in place within the next two weeks. We are asking that anyone operating the flag to have taken this class and be certified to assure safety and appropriate flag protocol.

Regarding lowering the flag to half-staff, it has been decided that we will recognize all Presidential declarations to lower the flag. This is in the interest of long term maintenance of the flag pole itself, as with all garrison flags of this size, leaving the flag in a lowered position for extended periods of time is hard on the pole and the mechanism that operates the flag itself.

We would like to take this time to thank the Altoona City Council and city staff for their continued support of this project and the communication put forth to ensure its smooth operation going forward. We appreciate and value our partnership with this great city.

Sincerely,

Board of Trustees

Eau Claire County Veterans Tribute Foundation
TO: Plan Commission Members
FROM: Joshua Clements AICP, City Planner & Zoning Administrator
SUBJECT: 2020 August 18, 2020 Plan Commission Meeting Items

Provided below for your consideration is a summary of the 2020 August 18 Plan Commission Meeting agenda items.

(VI) NEW BUSINESS
ITEM 2 - Discuss/consider recommendation to Council regarding an amendment to the Woodman's Crossing General Implementation Plan and Specific Implementation Plan for River Ridge Townhomes.

See Enclosed:
- Staff Report 20-08A
- Combined General & Specific Implementation Plan: River Ridge Townhomes

The proposed combined General Implementation Plan and Specific Implementation Plan for River Ridge Townhomes envisions the 4,944-acre property as a townhouse development with one hundred dwellings between eight buildings, with three phases of implementation. The plan reflects 61 one-bedroom (1,112 ft² typ.) and 39 two-bedroom units (1,504 ft² typ.). Proposed characteristics of the dwellings include attached garages, one unit for one-bedroom, and two-car for two-bedrooms, bicycle parking and electric vehicle fixtures in the garages, private patios and terraces, and rooftop decks. All units include private patios and second floor decks. Common amenities proposed include a shelter at the existing bus stop, pavilion and grilling areas, 38 visitor parking spaces, walkways throughout the site and connections to area trails. Building materials are stone and composite siding, steel deck equipment with wire cable.

The Woodman’s Crossing General Implementation Plan, approved May 22, 2014, identifies the property as general commercial. Envisioned potential uses thought to include a “Junior Box” retail establishment complementary to Woodman’s Food Market. Other potential commercial uses could include consumer service or other employment with significant customer traffic, such as medical office. This proposal seeks to reposition the site for residential use.

Vehicle access is proposed at four points into the site from adjacent private roads. Storm water for the site has been planned for and provided with the existing regional pond located between Woodman Drive and River Prairie Drive.

Implementation is shown in three phases, with the first being buildings A, B & C totaling 42 units in the southwestern portion of the property. Phase II is shown as 32 units in buildings D, E and F in the northwest area, with Phase III 26 units in the northeastern portion of the site.
See the enclosed Staff Report 20-08A for description and analysis.

Staff recommends approval of the amendment to the Woodman’s Crossing GIP and SIP for River Ridge Townhomes as being generally consistent with the River Prairie Design Guidelines and Standards with the following modifications (conditions of approval):

A. **Access, Circulation & Parking** (RPDG IX. 1)

1. Add not less than two bicycle racks at an appropriate location near the visitor parking areas. Bicycle racks shall be “U Stand” or “Rounded A” design, or substantially similar, as described in Altoona Municipal Code Chapter 19.52, installed per manufacturer specifications.

2. Perimeter sidewalk shall be six feet in width [RPDG IX 1.C (5)].

3. Connections to existing pedestrian facilities:
   - a. Connect perimeter sidewalk to existing multi-use trail, including new curb ramp on the south side of the road and thermoplastic crosswalk markings, located approximately as indicated in staff illustration [RPDG IX 1.C(5)].
   - b. Connect center walkway through the site as a mid-block crossing across Blazing Star Boulevard.
   - c. Install curb ramp on the southwest corner of Blazing Star Boulevard and Woodman Drive, refresh crosswalk.

4. Post all adjacent roads as “No Parking”. The north side of the unnamed Woodman’s Service Drive to the south of the site may be permitted for automobile parking, subject to approval by the owner and to revisiting should unmanageable challenges arise.

B. **Landscaping** (RPDG IX 6)

1. Boulevard trees shall be provided by the Developer around the entire perimeter of the site and adjacent storm water pond, 30-foot spacing. Additional trees added approximately as illustrated in the staff report. Trees shall be canopy species, native or hybrid native as defined by the WI DNR.

2. Minimum species diversity - Tree selection shall be native species with minimum diversity and planting size as illustrated in the RPDG [IX 6 (D)]. To prevent uniform insect or disease susceptibility and eventual uniform senescence on a development site or in the adjacent area, the maximum percentage of any one tree species on the site shall be 15%. All species shall be native or native hybrid as recommended by the WI Department of Natural Resources. Boulevard trees shall be selected from the WI DNR “Suggested Trees for Streetside Planting in Western Wisconsin USDA Hardiness Zone 4” or City recommended boulevard tree list, confirmed by city staff.

3. Areas where street boulevard width is constrained (less than four feet), boulevard tree species selection shall be those that are specifically recommended for such environments that yield canopy height and spread, as approved by city staff.

4. Utilizing ash trees is specifically discouraged due to prevalence of emerald ash borer in this region.
5. Enhanced screening shall be provided and maintained along the north and east frontages to reduce light and sound trespass into the site from commercial traffic and adjacent commercial uses [RPDG IX 6.E].

6. Ground areas immediately surrounding all outdoor grills shall be hardscaped (so as to prevent grease or cooking debris causing fire). Any natural gas or LP cooking areas shall include emergency shut off.

C. **Building and Architectural Standards** [RPDG IX 7]

1. Any/all mechanical equipment, including roof-mounted units, shall be appropriately screened by building-compatible materials or landscaping [RPDG, IX 7 H].

2. Sign permits will be required for all building and ground signs and meet design requirements outlined in the River Prairie Design Guidelines, IX 5.

3. All exterior lighting on the site shall be of full cut-off design and be shielded to prevent spillover of direct light onto adjacent properties [Altoona Municipal Code 19.59.030 (H)].

D. **Utilities**

1. 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.

2. Easements shall be dedicated for the water main to service the dwellings, and the main shall be looped to the west through the driveway corridor, or other means as approved by the City Engineer.

3. If the buildings feature sprinkler systems, the Fire Department Connection (FDC) shall be 4” STORTZ and final placement shall be reviewed and approved by Altoona Fire Department.

4. Private utilities, including electric transformers, shall be located such as to minimize impact on landscaping. Private electric service shall be located on private property under softscape, avoiding impacts on trees and major landscape elements. City of Altoona reserves the right to review and approve locations of electrical transformers and other visible fixtures.

**Suggested Motion:** I move to recommend/not recommend Council approval of the amendment to the Woodman’s Crossing GIP and adoption of the SIP for River Ridge Townhomes with staff recommended modifications.
Address TBD
Parcel ID 201100206070
Application Combined General & Specific Implementation Plan
Prepared By Joshua Clements, AICP, City Planner

SUMMARY

**Applicant** Advanced Engineering Concepts
**Owner** Woodman’s Food Market, Inc
**Parcel Description** Lot 3 CSM 3004 (V.17 P.17 #1104219)
**Requested Action** Approval of (1) General Implementation Plan to change use from general commercial to residential; (2) Specific Implementation Plan for construction of townhouse development with one hundred residences and associated Site Plan.
**Proposal Summary**

The proposed combined General Implementation Plan and Specific Implementation Plan for River Ridge Townhomes envisions the **4.944-acre** property as a townhouse development with one hundred dwellings totaling approximately 126,000 square feet. The plan reflects 61 one-bedroom (1,112 ft² typ.) and 39 two-bedroom units (1,504 ft² typ.). Proposed characteristics of the dwellings include attached garages, one unit for one-bedroom, and two car for two-bedrooms, bicycle parking and electric vehicle fixtures in the garages, private patios and terraces, and rooftop decks. All units include private patios and second floor decks. Common amenities proposed include a shelter at the existing bus stop, pavilion and grilling areas, 38 visitor parking spaces, walkways throughout the site and connections to area trails. Building materials are stone and composite siding, steel deck equipment with wire cable.

Total garage parking on the site is 137 spaces with 38 visitor parking spaces for a total of 173.

The Woodman’s Crossing General Implementation Plan identifies the property as general commercial, for potential uses thought to include a “Junior Box” retail establishment complementary to Woodman’s Food Market. Other potential commercial uses could include consumer service or other employment with significant customer traffic, such as medical office.

Vehicle access is proposed at four points into the site from adjacent private roads. Storm water for the site has been planned for and provided with the existing regional pond located between Woodman Drive and River Prairie Drive.

Implementation is shown in three phases, with the first being buildings A, B & C totaling 42 units in the southwestern portion of the property. Phase II is shown as 32 units in buildings D, E and F in the northwest area, with Phase III 26 units in the northeastern portion of the site.

**Submittals**

Site drawings and renderings submitted by Robert Johnson Architect and Advanced Engineering Concepts are substantially complete as required in Section VIII 2. of the River Prairie Design Standards and Standards. Submission package includes Narrative
Summary, Site Plan (numbered SIP1 – SIP5), illustrated site plan and architecture (11 pages) and building renderings (7 pages).

Enclosed in 2020 August 18 Plan Commission Packet:

(a) Written Summary (dated 2020-0730)
(b) General Location Map: SIP 1/5
(c) A Site Inventory and Analysis: SIP 2/5.
(d) Civil drawings and Site Plan (AEC, 5 pages) that includes the following:
   a. Location of proposed structures and existing structures that will remain, with height and gross floor area included: N/A.
   b. Location of street and pedestrian lighting, including lap intensity, design and height: Not Provided.
   c. Location of proposed open space: SIP 3/5.
   d. The circulation system indicating pedestrian, bicycle and motor vehicle movement systems: SIP 3/5.
   e. Location of all trees, shrubs, and ground cover (proposed or existing) to remain on site: SIP 3/5.
(c) A Stormwater Management Plan: Drainage Plan SIP 4/5. Require City Engineer review of detailed plan prior to issuance of building permit.
(f) Detailed Elevations of Buildings: Provided.
(g) Utilities Plan: SIP 5/5.
(h) A Written Report: Provided.
(i) Phasing Plans Where Applicable: Three phases shown, SIP 3/5.
(j) Any other information deemed necessary by the Plan Commission or Common Council: Grading Plan: SIP 4/5.

Applicable Standards
City of Altoona Comprehensive Plan (2009)

Review Required By
Plan Commission (2020 August 18) recommendation to City Council (August 27).

Reviewed By
Planning Department; Public Works; Fire Department

Staff Recommendation
Approve Specific Implementation Plan subject to modifications and findings.

Background Information

Zoning & Land Use
The current land use of the parcel is Vacant.

<table>
<thead>
<tr>
<th>River Prairie SW Quadrant</th>
<th>Zoning</th>
<th>Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject Site</td>
<td>River Prairie Mixed-Use</td>
<td>Vacant</td>
</tr>
<tr>
<td>West</td>
<td>River Prairie Mixed-Use</td>
<td>Vacant</td>
</tr>
<tr>
<td>North</td>
<td>River Prairie Mixed-Use</td>
<td>Woodman’s Fuel &amp; Car Wash</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vacant (2nd lot)</td>
</tr>
<tr>
<td>East</td>
<td>River Prairie Mixed-Use</td>
<td>Woodman’s</td>
</tr>
<tr>
<td>South</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
Above: Proposed site of River Ridge Townhomes highlighted in Red (2018 Eau Claire County aerial image)

**Proposed Land Use**
Residential Multi-Family.

**Conformance with Comprehensive Plan**
The 2009 City of Altoona Comprehensive Plan identifies the area as the River Prairie Mixed-Use District generally, and this site is illustrated as commercial use in the General Implementation Plan created by the City. The proposal includes modification of the General Implementation Plan. If approved, the use would therefore be consistent with the Comprehensive Plan.

**Conformance with Zoning**
Parcel is zoned River Prairie Mixed Use, and the Specific Implementation Plan entails review of proposed use, site and structure. Proposed use, building design and circulation elements are generally consistent with use guidelines outlined in the approved Woodman’s Crossing General Implementation Plan, as proposed to be amended.

**Project Description, Analysis & Conclusion**

**Criteria for Approval**
River Prairie Design Standards & Guidelines Section VIII 2 – see Submittals on page 2.

Planning Department has reviewed and confirmed submittals generally satisfy the River Prairie Design Standards and Guidelines regarding architectural design and site plan. Recommended of conditions of approval detailed below.
General Implementation Plan

The combined GIP & SIP for Woodman’s Crossing was approved by the City Council on May 22, 2014. The SIP components of the plan are highlighted in red in the enclosed illustration. Although specific uses were not identified for the remaining lots not covered by this SIP, the GIP narrative describes this area as “the goal of this plan is to become the core retail component of the River Prairie district. It will serve retail and commercial needs for people who live and work in Altoona, as well as those throughout the Chippewa Valley (...”).

Above: Illustration from Woodman’s Crossing combined GIP & SIP (2014, SIP areas in red)

Prime commercial uses of this lot have been anticipated to include a “Junior Box” retail establishment complementary to Woodman’s Food Market. Other potential commercial uses could include consumer service or other employment with significant customer traffic, such as medical office.

Neighboring uses of similar Woodman’s-led developments include Menards and Gander Mountain (Green Bay); Aldi, Cabela’s (Sun Prairie); Aurora Health, Best Buy (Kenosha), Home Depot, Marcus Cinema, Petsmart (Appleton); HOM Furniture / Sleep Express (Onalaska). All of these locations include many smaller chain commercial establishments occupying smaller satellite lots, such as fast food, telecommunications, financial and personal services.
The proposed residential use is a repositioning of the site not previously anticipated or contemplated, the result of the collision of regional and national economic trends: high demand for housing, and board and rapid restructuring of the retail sector resulting in high vacancy rates of mid-size retail establishments.

The existing commercial traffic and yet anticipated commercial uses of the remaining smaller properties create a somewhat unusual proximity, with anticipated conflicts resulting from the volume and duration of vehicle traffic and associated noise, emissions, and potential safety concerns. This parcel is a highly visible location next to perhaps the single largest driver of retail traffic in the Chippewa Valley, with good transportation access. Viability and attractiveness for commercial uses remains high. However, with increasing vacancies of similar properties within the region (including, but not limited to Shopko Plaza, large parts of Oakwood Mall and nearby junior box sites), and Woodman’s controlling the site and not likely to permit a competitor, the anticipated options in the near future are uncertain.

Repositioning the site as multi-family residential does create housing supply in close proximity to employment, personal services, and recreational amenities. Woodman’s employs over 600 persons, and with Prevea, Oakleaf, and several other establishments within one-half mile, the location is attractive for suburban live-work-play. Persons can easily utilize existing routes for walking and cycling, with River Prairie Park and other amenities readily accessible. The Developer proposes to add an attractive bus shelter to the existing transit stop adjacent to the site, providing improved mobility options.

As a residential site, there are no known or anticipated limits on the market feasibility, marketability or constructability. There is no anticipated resistance or barrier to high-density building forms on the site, while the desirability and benefit of such use at this location is great. Staff encouraged the Developer to consider a greater number of units and a more vertical building form. The Developer identified desirable construction timelines and acceptance of the proposed format by the land owner, Woodman’s, as influencing the current proposal. Further, the townhouse style apartments that are proposed provide a relatively affordable format that is highly desired in the region.

The effective net density of the site is 20.3 dwellings per acre, with space remaining for outdoor amenities and surface parking. As a comparison, the net density of The Fairway, approved for the intersection of Fairway Drive and N. Willson, is 32.5 dwellings per acre and includes commercial tenant space. The River Flats buildings are approximately 34 dwellings per acre with the at-grade structured parking. Prairie Place Apartments, with the underground parking and one row of surface parking considered, is approximately 57. As a comparison, Clubview Subdivision is 3.6. The River Prairie Townhome Condominiums, under consideration on City-owned property on Lake Road, is 10.4. Density is only one metric of scale, and one that is independent of design quality, but provides an approximate idea of scale.

In my opinion, the site will remain viable for commercial uses. However, given the ongoing challenges in the retail sector and many other segments of the commercial real estate economy, it may be quite some time before an attractive commercial user emerges for this site. Residential use provides opportunities for live-work-play not before contemplated and benefits for the city’s available housing supply.

Parking

Total proposed parking is 137 garage spaces, one for each one-bedroom, two for two-bedroom. A total of 38 visitor spaces are shown between four general areas of the site. Most, 25, are shown in a parking area adjacent to the existing storm water infiltration area. The site total is 137 garage plus 38 visitor parking spaces for a total of 173. River Prairie Design Guidelines requires 1.5 per one-bedroom dwelling, 1.75 per two-bedroom dwelling, for a total of 160 required.

The narrative description includes reference to electric vehicle infrastructure and bicycle storage fixtures in the garage spaces.
Bicycle parking spaces are not shown. Add not less than 2 “U-Racks” near each of the guest parking areas. The location shall meet manufacturer specifications regarding minimum spacing to avoid conflicts with pedestrian walkways.

Criteria: Provide required bicycle parking.

Access & Circulation

The site presently does not include any pedestrian or bicycle facilities, including lack of sidewalk, with the only exception being the existing bus stop pad along the east frontage. The proposed site adds a sidewalk around the perimeter, creating a boulevard of variable width. The sidewalk shown is five feet in width. The River Prairie Design Guidelines require six-foot sidewalk width [RPDG IX 1.C (5)]. Internal walkways are recommended to be six feet in width as well.

The regional multi-use trail runs along the south side of the street, across from the development. A safe crossing for pedestrians and cyclists is not shown, and must be accomplished (see RPDG IX (1)). A curb ramp is shown approximately mid-radius of a very large sweeping corner (constructed to facilitate semi-truck traffic), encouraging pedestrians to enter a space with limited visibility and great distance to cross. The crosswalk shall be relocated to the eastern end of this curb radius, with new corresponding curb ramp and connection to the trail. The connection from the existing curbline to the trail may require a ramping arrangement semi-parallel to between the roadway and trail to achieve ADA-complaint grade.

The southwest corner of Blazing Star Boulevard and Woodman drive shall be modified by the developer to add a curb ramp in that location for pedestrian continuity.

Staff recommends adding a mid-block crossing of Blazing Star Boulevard aligning with the walkway internal to the site, to create a direct and highly visible pedestrian route to the existing facility on the west side of the street. This crossing shall have crosswalk markings placed and maintained, as well as associated signage on each frontage to improve visibility to drivers.
Above: Pedestrian Crossings to be added.

Staff recommends posting all adjacent streets for “no parking”. The north side of the unnamed Woodman’s Service Drive to the south of the site may be permitted for parking. See below illustration.

1. “Walkways. Directness & continuity. Walkways within the site shall be located and aligned to directly and continuously connect areas of points of pedestrian origin and destination, and shall not be located and aligned solely based on the outline of a parking lot configuration that does not provide such direct pedestrian access. Walkways shall link street sidewalks with building entries through parking lots. Such walkways shall be raised or enhanced with a paved surface not less than six (6) feet in width. Drive aisles leading to main entrances shall have walkways on both sides of the drive aisle.” [RPDG IX 1 C (5)(a)].

2. “Walkways. Street Crossings. Where it is necessary for the primary pedestrian access to cross drive aisles or internal roadways, the pedestrian crossing shall emphasize and place priority on pedestrian access and safety. The materials and layout of the pedestrian access shall be continuous as it crosses the driveway, with a break in continuity of the driveway paving and not in the pedestrian access way. The pedestrian crossings must be well-marked using pavement treatments, signs, striping, signals, lighting, traffic calming techniques, median refuge areas and landscaping.” [RPDG IX 1 C (5)(b)].

3. “Direct On-Site Access to Pedestrian and Bicycle Destinations. The on-site pedestrian and bicycle circulation system must be designed to provide, or allow for, direct connections to major pedestrian and bicycle destinations including, but not limited to, parks, schools, business and commercial districts and transit stops.
that are located either within the development or adjacent to the development as required, to the maximum extent feasible. The on-site pedestrian and bicycle circulation system must also provide, or allow for, on-site connections to existing or planned off-site pedestrian and bicycle facilities at points necessary to provide direct pedestrian and bicycle travel from the development to major pedestrian destinations located within the neighborhood. In order to provide direct pedestrian connections to these destinations, additional sidewalks or walkways no associated with a street, or the extension of a sidewalks from the end of a cul-de-sac to another street or walkway, may be required.” [RPDG IX 1.C (6)].

Criteria: Modifications Required:

(1) Perimeter sidewalk shall be 6’ in width [RPDG IX 1.C (5)].

(2) Connect perimeter sidewalk to existing multi-use trail, including new curb ramp on the south side of the road and thermoplastic crosswalk markings [RPDG IX 1.C(5)].

(3) Connect center walkway through the site as a mid-block crossing across Blazing Star Boulevard.

(4) Install curb ramp on the southwest corner of Blazing Star Boulevard and Woodman Drive, refresh crosswalk.

(5) Posting all adjacent streets for “no parking”. The north side of the unnamed Woodman’s Service Drive to the south of the site may be permitted for parking, subject to approval by the owner and to revisiting should unmanageable challenges arise.

Landscape

The conceptual landscape plan legend indicates maple or ash trees (SIP 3/5). Although they are generally durable native species, ash trees are not recommended due to prevalence of emerald ash borer in this region. The proposed site plan includes approximately 60 large trees and 50 small trees. Five additional trees are proposed by staff. Various foundation and open space planting is reflected through the open spaces.

Minimum species diversity - To prevent uniform insect or disease susceptibility and eventual uniform senescence on a development site or in the adjacent area, the maximum percentage of any one tree species on the site shall be 15%. All species shall be native or native hybrid as recommended by the WI Department of Natural Resources. Maple species are discouraged as a predominate selection due to relative abundance in the region.

The notes section of the landscape plan indicates that the City will plan the street trees (note 4). These trees are the responsibility of the developer to provide. Placement of the boulevard trees shall be offset from those trees corresponding within the private property, with 30’ average spacing along the boulevard. Species selection shall be from those species recommended by the WI DNR or City of Altoona street tree list. For those areas where boulevard width of constrained (less than six feet), special attention shall be paid to those species that would most likely do well in that environment and still produce the desired canopy (see illustration enclosed on the following page).

Add additional trees, 30’ maximum spacing, around the perimeter of the existing adjacent storm water facility.

Provide enhanced screening along the north and east portions of the site, due to existing volume of commercial traffic to Woodman’s Food Market and future commercial uses. This buffering shall be a combination of landscaping and features that reduce trespass of vehicle headlights and glare into the site as well as dampen sound trespass. Recommendations include mixed tree species to create multiple canopy levels (canopy and
ornamental), bushes, boulders or segments of rock gabion walls (or similar), arbor screen panels, provided that visibility for safety purposes remains reasonable.

1. “All developments shall establish groves and belts of trees along all city streets, in and around parking lots, and in all landscape areas that are located within fifty (50) feet of any building or structure in order to establish at least a partial urban tree canopy. The groves and belts may also be combined or interspersed with other landscape areas in remaining portions of the development to accommodate views and functions such as active recreation and storm drainage” [RPDG IX 6 (D)].

2. “In approving the required landscape plan, the Council, with the Plan Commission’s input, shall have the authority to determine the optimum placement and interrelationship of required landscape plan elements such as trees, vegetation, turf, irrigation, screening, buffering and fencing [based upon 12 criteria]” [RPDG IX 6 (G)].

Criteria: Approval Conditions:

(1) Boulevard Trees shall be provided by the Developer around the entire perimeter of the site and adjacent storm water pond, 30-foot spacing.

(2) To prevent uniform insect or disease susceptibility and eventual uniform senescence, the maximum planting of any tree species shall be 15% of the total. The species selection shall be native or hybrid native as defined by the WI DNR, and be defined as “large canopy” or “tall” typology [RPDG IX 6.D (3)].

(3) Areas where street boulevard width is constrained (less than four feet), species selection shall be those that are specifically selected for such environment that yield canopy height and spread.
(4) Enhanced screening along the north and east frontages to reduce light and sound trespass from commercial traffic and adjacent sites into this residential site [RPDG IX 6.E].

(5) Ash trees are specifically discouraged due to Emerald Ash Borer.

(6) Ground areas immediately surrounding all outdoor grills shall be hardscaped (so as to prevent grease or cooking debris causing fire). Any natural gas or LP cooking areas shall include emergency shut off.

Building

The building façade meets the River Prairie Design Guidelines and Standards regarding materials, variation in massing, character and image. The proposed materials include cultured stone for most of the first level, composite siding for upper floods, with steel deck equipment with wire cable.

Above: Walkway through the site.

Criteria: Met.

Utilities

All utilities are underground and subbed into the property.

Criteria: Met.

Staff Recommendation Planning Department recommends the Plan Commission approve the proposed modification to the Woodman’s Crossing General Implementation Plan and River Ridge Townhome Specific Implementation Plan as being in substantial conformance with the River Prairie Design Guidelines and Standards with specified modifications and conditions (17):

A. Letter designates general review category
   1. Number heading denotes proposed condition
      a. Small numeral subheading denotes subordinate or referred condition
         i. (i) indicates staff comment or ordinance reference.

Any changes to civil plan, landscape plan, architecture, or circulation from the SIP submittals shall be reviewed by City of Altoona staff, per River Prairie Design Guidelines & Standards [RPDG] amendment process [VIII]. Major changes will require review by the Plan Commission and Council. Appropriate building permits shall not be issued until City staff successfully reviews and approves of final plans to ensure conformance with River Prairie Design Guidelines & Standards and consistency with the SIP approval conditions herein; and consistent with Altoona Municipal Code Chapter 14 “Stormwater”.
A. Access, Circulation & Parking (RPDG IX. 1)

1. Add not less than two bicycle racks at an appropriate location near the visitor parking areas. Bicycle racks shall be “U Stand” or “Rounded A” design, or substantially similar, as described in Altoona Municipal Code Chapter 19.52, installed per manufacturer specifications.

2. Perimeter sidewalk shall be six feet in width [RPDG IX 1.C (5)].

3. Connections to existing pedestrian facilities:
   a. Connect perimeter sidewalk to existing multi-use trail, including new curb ramp on the south side of the road and thermoplastic crosswalk markings, located approximately as indicated in staff illustration [RPDG IX 1.C(5)].
   b. Connect center walkway through the site as a mid-block crossing across Blazing Star Boulevard.
   c. Install curb ramp on the southwest corner of Blazing Star Boulevard and Woodman Drive, refresh crosswalk.

4. Post all adjacent roads as “No Parking”. The north side of the unnamed Woodman’s Service Drive to the south of the site may be permitted for automobile parking.

B. Landscaping [RPDG IX 6]

1. Boulevard tress shall be provided by the Developer around the entire perimeter of the site and adjacent storm water pond, 30-foot spacing. Additional trees added approximately as illustrated in the staff report. Trees shall be canopy species, native or hybrid native as defined by the WI DNR.

2. Minimum species diversity - Tree selection shall be native species with minimum diversity and planting size as illustrated in the RPDG [IX 6 (D)]. To prevent uniform insect or disease susceptibility and eventual uniform senescence on a development site or in the adjacent area, the maximum percentage of any one tree species on the site shall be 15%. All species shall be native or native hybrid as recommended by the WI Department of Natural Resources. Boulevard trees shall be selected from the WI DNR “Suggested Trees for Streetside Planting in Western Wisconsin USDA Hardiness Zone 4” or City recommended boulevard tree list, confirmed by city staff.

3. Areas where street boulevard width is constrained (less than four feet), boulevard tree species selection shall be those that are specifically recommended for such environment that yield canopy height and spread, as approved by city staff.

4. Utilizing ash trees is specifically discouraged due to prevalence of emerald ash borer in this region.

5. Enhanced screening shall be provided and maintained along the north and east frontages to reduce light and sound trespass into the site from commercial traffic and adjacent commercial uses [RPDG IX 6.E].

6. Ground areas immediately surrounding all outdoor grills shall be hardscaped (so as to prevent grease or cooking debris causing fire). Any natural gas or LP cooking areas shall include emergency shut off.

C. Building and Architectural Standards [RPDG IX 7]

1. Any/all mechanical equipment, including roof-mounted units, shall be appropriately screened by building-compatible materials or landscaping [RPDG, IX 7 H].

2. Sign permits will be required for all building and ground signs and meet design requirements outlined in the River Prairie Design Guidelines, IX 5.

3. All exterior lighting on the site shall be of full cut-off design and be shielded to prevent spillover of direct light onto adjacent properties [Altoona Municipal Code 19.59.030 (H)].
D. Utilities

1. 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.

2. Easements shall be dedicated for the water main to service the dwellings, and the main shall be looped to the west through the driveway corridor, or other means as approved by the City Engineer.

3. If the buildings feature sprinkler systems, the Fire Department Connection (FDC) shall be 4” STORTZ and final placement shall be reviewed and approved by Altoona Fire Department.

4. Private utilities, including electric transformers, shall be located such as to minimize impact on landscaping. Private electric service shall be located on private property under softscape, avoiding impacts on trees and major landscape elements. City of Altoona reserves the right to review and approve location of electrical transformers and other visible fixtures.

Additional Recommendations:

The following recommendations are suggestions for improving the project that are not directly tied to existing municipal codes, ordinances and policies. In particular, in addition to environmental and likely financial benefits, the following measures might further distinguish this project to investors and/or tenants.

1. Staff recommends that walkways internal to the site are six feet in width.

2. Raised bed gardens or similar features are recommended to be added in appropriate locations for resident use.


4. Consider high-efficiency / high-performance construction techniques, equipment and certification programs, such as EnergyStar, to reduce long-term operational costs.
River Ridge Townhomes
Narrative for Application for Conditional Use

July 30, 2020

Project Description

The River Ridge Townhomes project in its entirety will be a sustainable market rate housing development occupying the land directly west of Woodman’s Food Market. It will be comprised of 100 residential units of approximately 126,000 total square feet. The Highlights will include individual rooftop decks, private patios, individual garages, dog walking areas, street activating patios, community grilling areas, and walkable common space within the community. 104,000 of residential units.

Unique to River Prairie

River Ridge Townhomes intends to offer a product that vastly exceeds the market average. The design and layout of the property is unique to the River Prairie area. JCap DC and River Ridge LLC identified an opportunity to bring much needed apartments to the River Prairie area, without repeating the same style of architecture and apartment product that has been built thus far. The 100 units offer a lifestyle that gives residents the unique opportunity to pull into their own private garage, step outside onto their front lawn or enjoy their private rooftop terrace, all while remaining within walking distance of the river prairie lifestyle center, and biking distance from downtown Eau Claire.

Architectural and Site Design Features

River Ridge Townhomes is a modern style residential development. Residences will be two story with living area on the first floor and either one or two bedrooms on the second floor. Approximately 40% of units will have individual terraces accessed by interior stairways. All units will have grade level patios with landscape areas and second floor decks. One-bedroom units will have large one-car garages and two-bedroom units will have two-car garages. Two units on site will be fully compliant with the Americans with Disabilities Act. Garages will have storage for bikes and garbage and electric car hookups. Exterior materials will be stone and composite siding. Deck railings will be steel posts with wire cables. Common areas include pavilions with benches and patio and grilling areas. The development will have 4 access points off of existing private drives. All driving and parking surfaces will be blacktop. The site includes 38 visitor parking spaces. All units will be accessible by concrete sidewalks.

Change in General Plan

The site location, being steps away from the new bike path, is a reason that we thought housing would be far more appropriate than commercial space. We feel that increasing the number of
residents in the River Prairie Lifestyle center will continue to help activate the area and increase the walkability of River Prairie as a whole. The increased number of residents will also help sustain current businesses in River Prairie, who are undoubtably suffering due to the effects of the Covid-19 pandemic.

**Community Benefit**

River Ridge Townhomes will not only increase the number of residents to River Prairie, but would like to include a feature that ties the housing development in with the rest of the lifestyle center. To that end, we are proposing to construct a public bus shelter, at the cost of River Ridge LLC, that matches the bus shelter across River Prairie Drive, shown below.
Know what's below before you dig.

Call R. WOODMAN DR. BLAZING STAR BLVD. WOODMAN'S SERVICE DRIVE
Know what's below. Before you dig, call RWOODMAN DR.

BLAZING STAR BLVD.

WOODMAN'S SERVICE DRIVE

WOODMAN DR.

OWNED: WOODMAN'S FOOD MARKET INC.

OWNED: KOHLER FOOD MARKET INC.

UNITED NOTES:
1. THE SANITARY SEDIMENT SERVICE WILL CONSIST OF CONVEYING WASTE FROM EACH SEPTIC TANK BY PVC PIPE TO A DRAIN FIELD EACH LOT. THE DRAIN FIELD SERVICE WILL BE 4" ST TRAP PVC.
2. THE WIND SERVICE WILL CONSIST OF A 3" WATER SERVICE PIPE LEAVING WOODMAN'S SERVICE DRIVE, CENTER LINED AND EACH LOT. THE PROJECT'S CENTER LINE WILL BE 2 FT. LAW.
3. THE LOT WILL BE SERVED BY ELEC., GAS, AND TELEPHONE. THE UTILITY WILL BE INSTALLED ALONG THE F/P M.
4. THERE ARE THE THREE MENTIONS WITHIN THE LOT.
5. STORM SEwer WILL BE CONNECTED TO STORM SEDIMENT WOODMAN'S SERVICE DRIVE 4' P.
6. CONSTRUCTION SHALL VERIFY D/C AND PIPE SIZES WITH THE PLANNING PLANS.
7. FOUNDATION WALLS SHALL BE PVC (4X6)". WATER SERVICE SHALL BE DONE.

Plan Commission | August 18, 2020
New Business Item 2 | Page 23 of 41
SITE INFORMATION:
215,366 SF (4.944 ACRES)
(OUTLOT) = 34,003 SF (0.7806 ACRES)

BUILDING INFORMATION:
(100) UNITS
(61) 1 BEDROOM
(39) 2 BEDROOM

(38) ON GRADE PARKING
(117) GARAGE PARKING
(175) TOTAL PARKING PROVIDED
(150) PARKING REQUIRED (100*1.5)

1112 SF LIVING 1 BEDROOM W/ ONE CAR GARAGE
1504 SF LIVING 2 BEDROOM W/ TWO CAR GARAGE

GARAGES TO HOUSE BIKES, GARBAGE, RECYCLING & ELECTRIC CHARGING STATION.
MEMORANDUM

TO: Plan Commission Members

FROM: Joshua Clements AICP, City Planner & Zoning Administrator

SUBJECT: 2020 August 18, 2020 Plan Commission Meeting Items

Provided below for your consideration is a summary of the 2020 August 18 Plan Commission Meeting agenda items.

(VI) NEW BUSINESS
ITEM 3 - Discuss/consider recommendation to Council regarding a combined General Implementation Plan and Specific Implementation Plan for River Prairie Townhomes.

See Enclosed:
- Staff Report 20-08B
- Combined General & Specific Implementation Plan: River Prairie Townhomes

The proposed combined General Implementation Plan and Specific Implementation Plan (phase I) for River Prairie Townhomes reflects 36 townhome condominium dwellings completed in two phases each of three buildings. The 3.993-acre property is owned by the City of Altoona and subject to purchase agreement, is located on the south side of Lake Road, immediately east of Lake Court.

The plan reflects six buildings with identical floor plans:

- (A) Two two-bedroom, two-bath (2,144 ft², incl. basement) with master bedroom on main level with second bedroom, bath and family room in finished basement; two-car attached garage;
- (B) Two two-bedroom, two-bath (1,418 ft² / 1,508 ft²) with bedrooms upstairs, and partially finished basement with bonus room; two-car attached garage;
- (C) Two three-bedroom, two baths (1,430 ft² / 1,550 ft²) with bedrooms upstairs, home office on main level, partially finished basement with bonus room; two-car attached garage.

Each partially finished basement includes a code-compliant window for natural light and potential use of the space as a bedroom. Exterior materials are cultured stone veneer, LP Smartside composite lap siding, fiberglass double hung windows, asphalt shingles with standing seam steel roofing for accent window canopies.

There are a total of 60 garage parking spaces proposed for 36 dwellings. Three visitor parking spaces proposed in Phase I and 12 shown to be added in Phase II for a total of 15. Parking is also available in front of each garage without obstructing passage through the private drive.

The property is arranged as a condominium development with each dwelling footprint individually owned with common property comprising the remainder of the land, including private drive and...
The proposal is the result of a competitive RFP process conducted by the City of Altoona in March and April for the development of City-owned property. Per the sale agreement with the City, Phase I is to be completed by May 1, 2021 and Phase II one year later. All dwelling units shall be constructed and offered for sale. The advertised price of 66% of the total units shall be “affordable” to households earning 150% of Area Median Income.

See the enclosed Staff Report 20-08B for description and analysis.

Staff recommends approval of the River Prairie Townhome GIP and Phase I SIP as being generally consistent with the River Prairie Design Guidelines and Standards with the following modifications (conditions of approval):

A. **Access & Circulation** [RPDG IX. 1]
   1. Add and maintain crosswalk stripping in areas where the driveways cross the trail.
   2. Add not less than two bicycle racks at an appropriate location near the visitor parking areas. Bicycle racks shall be “U Stand” or “Rounded A” design, or substantially similar, as described in *Altoona Municipal Code* Chapter 19.52, installed per manufacturer specifications.

B. **Landscaping** [RPDG IX. 6]
   1. Minimum species diversity - Tree selection shall be native species with minimum diversity and planting size as illustrated in the RPDG [IX 6 (D)]. To prevent uniform insect or disease susceptibility and eventual uniform senescence on a development site or in the adjacent area, the maximum percentage of any one tree species on the site shall be 15%. All species shall be native or native hybrid as recommended by the WI Department of Natural Resources. Trees along the street frontage shall be selected from the WI DNR “Suggested Trees for Streetside Planting in Western Wisconsin USDA Hardiness Zone 4” or City recommended boulevard tree list, confirmed by city staff.
   2. Additional canopy trees shall be added throughout the site, approximately as indicated in the enclosed illustration. The canopy specimens (indicated in the proposal and staff illustration) shall be native or hybrid native as defined by the WI DNR, and be defined as “large canopy” or “tall” typology.
   3. Add medium native trees shall be planted near the west property line in an arrangement to create property demarcation, screening, and contribute to forestry standards described in the River Prairie Guidelines, approximately as illustrated in the Staff Report. Trees shall be planted not greater than 25-foot average spacing, in a manner such as to avoid future conflicts with buried utilities or overhead wires [RPDG IX 6(D)(2)(a)] approximately as indicated in the enclosed illustration.
   4. Add additional native canopy trees approximately is illustrated in the Staff Report throughout Phase I.
   5. Utilizing ash trees is prohibited due to prevalence of emerald ash borer in this region.
6. Enhanced screening shall be provided and maintained along the north and east frontages to reduce light and sound trespass into the site from Lake Road [RPDG IX 6.E].

7. Bio-infiltration facilities and water quality swales shall be attractively landscaped with horticulturally appropriate rain garden plantings.

C. **Building and Architectural Standards** [RPDG IX 7]
   1. Any/all mechanical equipment shall be appropriately screened by building-compatible materials or landscaping [RPDG, IX 7 H].
   2. All exterior lighting on the site shall be of full cut-off design and be shielded to prevent spillover of direct light onto adjacent properties [*Altoona Municipal Code* 19.59.030 (H)].

D. **Utilities**
   1. 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.
   2. If the buildings feature sprinkler systems, the Fire Department Connection (FDC) shall be 4” STORTZ and final placement shall be reviewed and approved by Altoona Fire Department.
   3. Private utilities, including electric transformers, shall be located such as to minimize impact on landscaping. Private electric service shall be located on private property under softscape, avoiding impacts on trees and major landscape elements. City of Altoona reserves the right to review and approve locations of electrical transformers and other visible fixtures.

E. **Administration**
   1. A Specific Implementation Plan shall be reviewed and approved for Phase II. Phase II plan may be reviewed and approved by staff if consistent with the materials provided for Phase I approval. Detailed landscape plan shall be provided.

**Suggested Motion:** I move to recommend/not recommend Council approval of the combined General and Specific Implementation Plan for River Prairie Townhomes with staff recommended modifications.
Applicant: Jason Griepentrog  
DBA Grip Development, LLC

Owner: City of Altoona

Parcel Description:

P1: Lot 1 CSM 2584 (V.14 P.187)  
P2: Lengthy

Parcels to be combined via CSM and Condominium Instrument prior to development.

Requested Action:

Approval of a combined General Implementation Plan and Specific Implementation Plan for construction of townhouse development with thirty-six residences and associated Site Plan.

Proposal Summary:

The proposed combined General Implementation Plan and Specific Implementation Plan (phase I) for River Prairie Townhomes reflects 36 townhome condominium dwellings completed in two phases each of three buildings. The 3.993-acre property is generally is relatively flat, currently wooded and undeveloped, bordering a steep engineered slope to the Union Pacific railroad southwesterly.

The plan reflects six buildings with identical floor plan:

(A) Two two-bedroom, two-bath (2,144 ft², incl. basement) with master bedroom on main level with second bedroom, bath and family room in finished basement; two-car attached garage;

(B) Two two-bedroom, two-bath (1,418 ft² / 1,508 ft²) with bedrooms upstairs, and partially finished basement with bonus room; two-car attached garage;

(C) Two three-bedroom, two bath (1,430 ft² / 1,550 ft²) with bedrooms upstairs, home office on main level, partially finished basement with bonus room; two-car attached garage.

Each partially finished basement includes a code-compliant window for natural light and potential use of the bonus room as bedroom. Exterior materials are cultured stone veneer, LP Smartside composite lap siding, fiberglass double hung windows, asphalt shingles with standing seam steel roofing for accent window canopies.

There are a total of 60 garage parking spaces proposed for 36 dwellings. Three visitor parking spaces proposed in Phase I and 12 shown to be added in Phase II for a total of 15. Parking is also available in front of each garage without obstructing passage through the private drive.

The property is arranged as a condominium development with each dwelling footprint individually owned with common property comprising the remainder of the land,
including private drive and storm water features. The Developer has provided drafts of the condominium instrument and covenants for review.

Vehicle access is proposed from Lake Road two points, the western access approximately aligning with Moonlight Bay Drive (west portion) and east drive offset from the west portion of Moonlight Bay Drive by approximately 50 feet. All vehicle access to the site shall be from the shared private drive.

City sewer service will be extended to the site and existing water main is to be tapped. Storm water is proposed to be managed across seven areas distributed throughout the site. There is a small existing storm water facility located at the property that is to be relocated to the eastern corner of the site. Regional storm water facilities are not available.

The proposal is the result of a competitive RFP process conducted by the City of Altoona in March and April for the development of City-owned property. Per the sale agreement with the City, Phase I is to be completed by May 1, 2021 and Phase II one year later. All dwelling units shall be constructed and offered for-sale. The advertised price of 66% of the total units shall be “affordable” to households earning 150% of Area Median Income.

**Submittals**

Site drawings and renderings submitted by Wendel (architects) and Everyday Surveying and Engineering are substantially complete as required in Section VIII 2. of the River Prairie Design Standards and Standards. Submission package includes Narrative Summary, Site Plan (numbered C101 – C109, C500 – C501), and architecture (A111 – A113), exterior renderings (4 pages), and original Development RFP Response (6 pages) with narrative project description.

Enclosed in **2020 August 18** Plan Commission Packet:

(a) Written Summary – Development RFP Response (dated 2020-0422)
(b) General Location Map: C000
(c) A Site Inventory and Analysis: C101.
(d) Civil drawings and Site Plan that includes the following:
   a. Location of proposed structures and existing structures that will remain, with height and gross floor area included: N/A.
   b. Location of street and pedestrian lighting, including lap intensity, design and height: Not Provided.
   c. Location of proposed open space: C103, C109.
   d. The circulation system indicating pedestrian, bicycle and motor vehicle movement systems: C102.
   e. Location of all trees, shrubs, and ground cover (proposed or existing) to remain on site: C109.

(c) A Stormwater Management Plan: Drainage Plan C103, C104, C105, C107. *Require City Engineer review of detailed plan prior to issuance of building permit.*

(f) Detailed Elevations of Buildings: A111 – A113, exterior renderings
(g) Utilities Plan: C107.
(h) A Written Report: Development RFP Response
(i) Phasing Plans Where Applicable: Two phases illustrated and described.
(j) Any other information deemed necessary by the Plan Commission or Common Council: Development RFP Response.
Applicable Standards
City of Altoona Comprehensive Plan (2009)
Development RFP Response (2020-0422)
WB-13 Offer to Purchase (2020-0528)

Review Required By
Plan Commission (2020 August 18) recommendation to City Council (August 27).

Reviewed By
Planning Department; Public Works; Fire Department

Staff Recommendation
Approve Specific Implementation Plan subject to modifications and findings.

Background Information

Zoning & Land Use
The current land use of the parcel is Vacant (wooded).

<table>
<thead>
<tr>
<th>Lake Road Property</th>
<th>Zoning</th>
<th>Land Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject Site</td>
<td>River Prairie Mixed-Use</td>
<td>Vacant</td>
</tr>
<tr>
<td>West</td>
<td>River Prairie Mixed-Use</td>
<td>Lake Court Twinhomes</td>
</tr>
<tr>
<td>North</td>
<td>R-1 One Family Dwelling District</td>
<td>603, 611, 2103 Moonlight Bay Drive (single-family homes)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2304, 2220, 2212 Lake Road (single-family homes)</td>
</tr>
<tr>
<td>East</td>
<td>Unzoned</td>
<td>Union Pacific Railroad</td>
</tr>
<tr>
<td>South</td>
<td>Unzoned</td>
<td>Union Pacific Railroad</td>
</tr>
</tbody>
</table>

Above: Proposed site of River Prairie Townhomes highlighted in Red (Google Earth image)
Proposed Land Use

Residential Multi-Family – Townhouse Condominiums.

Conformance with Comprehensive Plan

The 2009 City of Altoona Comprehensive Plan, Future Land Use Plan, does not assign a use classification for property. The Plan generally encourages infill development of available sites where utilities and infrastructure is available, and in proximity to employment and services. This proposal meets those objectives, and is consistent with the recommended design standards illustrated in the Plan. If approved, the use would therefore be generally consistent with the Comprehensive Plan.

Conformance with Zoning

Parcel is zoned River Prairie Mixed Use, and the Specific Implementation Plan entails review of proposed use, site and structure. Proposed site arrangement, building design and circulation elements are generally consistent with the River Prairie Design Guidelines and Standards.

Project Description, Analysis & Conclusion

Criteria for Approval

River Prairie Design Standards & Guidelines Section VIII 2 – see Submittals on page 2.

Planning Department has reviewed and confirmed submittals generally satisfy the River Prairie Design Standards and Guidelines regarding architectural design and site plan. Recommended of conditions of approval detailed below.

Parking

Total proposed parking is 60 garage spaces for 36 units. Three visitor parking spaces proposed in Phase I and 12 shown to be added in Phase II for a total of 15. Parking is also available in front of each garage without obstructing passage through the private drive. Between the garage (60), driveways (60) and visitor (15), 135 vehicles may be located on the site without impacting the drive lane. The minimum required is 1.75 per dwelling, for 63 total.

Visitor parking for bicycles are not provided. Add not less than 2 “U-Rack” fixtures near the guest parking areas. The location shall meet manufacturer specifications regarding minimum spacing to avoid conflicts with pedestrian walkways.

Criteria: Provide required bicycle parking.

Access & Circulation

The site is adjacent to the existing Lake Road trail. The proposed design includes walkways from those units fronting the road to the trail.

1. “Walkways. Street Crossings. Where it is necessary for the primary pedestrian access to cross drive aisles or internal roadways, the pedestrian crossing shall emphasize and place priority on pedestrian access and safety. The materials and layout of the pedestrian access shall be continuous as it crosses the driveway, with a break in continuity of the driveway paving and not in the pedestrian access way. The pedestrian crossings must be well-marked using pavement treatments, signs, striping, signals, lighting, traffic calming techniques, median refuge areas and landscaping.” [RPDG IX C (5)(b)].

Criteria: Recommended Approval Conditions:

(1) Add and maintain crosswalk stripping in areas where the driveways cross the trail.
Landscape

The conceptual landscape plan indicates trees planted along the street frontage as well as the frontage shared with the railroad. Planting plan for Phase II is not completed and shall be provided and approved prior to commencement of that phase.

Minimum species diversity - To prevent uniform insect or disease susceptibility and eventual uniform senescence on a development site or in the adjacent area, the maximum percentage of any one tree species on the site shall be 15%. All species shall be native or native hybrid as recommended by the WI Department of Natural Resources. Maple species are discouraged as a predominate selection due to relative abundance in the region. Although they are generally durable native species, ash trees are not permitted due to prevalence of emerald ash borer in this region.

Additional canopy trees shall be added throughout the site, approximately as indicated in the enclosed illustration.

Medium native trees shall be planted near the west property line in an arrangement to create property demarcation, screening, and contribute to forestry standards described in the River Prairie Guidelines. Trees shall be planted not greater than 25-foot average spacing, in a manner such as to avoid future conflicts with buried utilities on overhead wires [RPDG IX 6(D)(2)(a)] approximately as indicated in the enclosed illustration.

Provide enhanced screening along the north portions of the site, due to existing volume and speed of traffic on Lake Road. This buffering shall be a combination of landscaping and features that reduce and dampen trespass of vehicle sound. Recommendations include mixed tree species to create multiple canopy levels (canopy and ornamental), bushes, boulders or segments of rock gabion walls (or similar, three feet in height), arbor screen panels, provided that visibility for safety purposes remains reasonable.
1. “All developments shall establish groves and belts of trees along all city streets, in and around parking lots, and in all landscape areas that are located within fifty (50) feet of any building or structure in order to establish at least a partial urban tree canopy. The groves and belts may also be combined or interspersed with other landscape areas in remaining portions of the development to accommodate views and functions such as active recreation and storm drainage” [RPDG IX 6 (D)].

2. “In approving the required landscape plan, the Council, with the Plan Commission’s input, shall have the authority to determine the optimum placement and interrelationship of required landscape plan elements such as trees, vegetation, turf, irrigation, screening, buffering and fencing [based upon 12 criteria]” [RPDG IX 6 (G)].
Criteria: **Recommended Approval Conditions:**

(1) To prevent uniform insect or disease susceptibility and eventual uniform senescence, the maximum planting of any tree species shall be 15% of the total [RPDG IX 6.D (3)].

(2) Additional canopy trees shall be added throughout the site, approximately as indicated in the enclosed illustration. The canopy specimens (indicated in the proposal and staff illustration) shall be native or hybrid native as defined by the WI DNR, and be defined as “large canopy” or “tall” typology.

(3) Medium native trees shall be planted near the west property line in an arrangement to create property demarcation, screening, and contribute to forestry standards described in the River Prairie Guidelines. Trees shall be planted not greater than 25-foot average spacing, in a manner such as to avoid future conflicts with buried utilities on overhead wires [RPDG IX 6(D)(2)(a)] approximately as indicated in the enclosed illustration.

(4) Utilization of ash trees are prohibited due to Emerald Ash Borer.

(5) Enhanced screening along the north and east frontages to reduce light and sound trespass from commercial traffic and adjacent sites into this residential site [RPDG IX 6.E].

(6) Bio-infiltration facilities and water quality swales shall be attractively landscaped with horticulturally appropriate rain garden plantings.

**Building**

The building façade **meets** the River Prairie Design Guidelines and Standards regarding materials, variation in massing, character and image. The proposed materials include cultured stone for most of the first level, composite siding for upper floods, with steel deck equipment with wire cable.

Additional characteristics and features described in the Development RFP Response:

- Pedestrian Connectivity to walking and bike trail system
- Community Garden & Green Space
- Sustainability using rain gardens for landscaping & storm water design
- Energy Efficiency by meeting or exceeding Focus on Energy standards ---- 30% more efficient than standard building techniques
- Architectural Appeal with varying floorplans including 1 and 2-story design and prairie style features
- Accessibility for those with disabilities and physical handicaps (i.e. zero threshold entries, walk-in/roll-in showers options, grab bar ready)

In addition, affordability and providing home ownership opportunities for households that make up to 150% of the area median income will be primary goal for this project. 66% of the units will be earmarked as affordable and be marketed at prices of $200,000 or less.

**Criteria: Met.**

**Utilities**

All utilities are underground and extended into the property. The CSM includes easements for future extension of regional sewer main in the future. Detailed civil and utility plan shall be reviewed and approved by the City Engineer.

**Criteria: Met.**
Staff Recommendation

Planning Department recommends the Plan Commission approve the proposed General Implementation Plan and Phase I Specific Implementation Plan for River Prairie Townhomes as being in substantial conformance with the River Prairie Design Guidelines and Standards with specified modifications and conditions (14):

A. Letter designates general review category
   1. Number heading denotes proposed condition
      a. Small numeral subheading denotes subordinate or referred condition
      i. (i) indicates staff comment or ordinance reference

Any changes to civil plan, landscape plan, architecture, or circulation from the SIP submittals shall be reviewed by City of Altoona staff, per River Prairie Design Guidelines & Standards [RPDG] amendment process [VIII]. Major changes will require review by the Plan Commission and Council. Appropriate building permits shall not be issued until City staff successfully reviews and approves of final plans to ensure conformance with River Prairie Design Guidelines & Standards and consistency with the SIP approval conditions herein; and consistent with Altoona Municipal Code Chapter 14 “Stormwater”.

A. Access & Circulation [RPDG IX. 1]
   1. Add and maintain crosswalk stripping in areas where the driveways cross the trail.

   2. Add not less than two bicycle racks at an appropriate location near the visitor parking areas. Bicycle racks shall be “U Stand” or “Rounded A” design, or substantially similar, as described in Altoona Municipal Code Chapter 19.52, installed per manufacturer specifications.

B. Landscaping [RPDG IX. 6]
   1. Minimum species diversity - Tree selection shall be native species with minimum diversity and planting size as illustrated in the RPDG [IX 6 (D)]. To prevent uniform insect or disease susceptibility and eventual uniform senescence on a development site or in the adjacent area, the maximum percentage of any one tree species on the site shall be 15%. All species shall be native or native hybrid as recommended by the WI Department of Natural Resources. Trees along the street frontage shall be selected from the WI DNR “Suggested Trees for Streetside Planting in Western Wisconsin USDA Hardiness Zone 4” or City recommended boulevard tree list, confirmed by city staff.

   2. Additional canopy trees shall be added throughout the site, approximately as indicated in the enclosed illustration. The canopy specimens (indicated in the proposal and staff illustration) shall be native or hybrid native as defined by the WI DNR, and be defined as “large canopy” or “tall” typology.

   3. Add medium native trees shall be planted near the west property line in an arrangement to create property demarcation, screening, and contribute to forestry standards described in the River Prairie Guidelines, approximately as illustrated in the Staff Report. Trees shall be planted not greater than 25-foot average spacing, in a manner such as to avoid future conflicts with buried utilities or overhead wires [RPDG IX 6(D)(2)(a)] approximately as indicated in the enclosed illustration.

   4. Add additional native canopy trees approximately is illustrated in the Staff Report throughout Phase I.

   5. Utilizing ash trees is prohibited due to prevalence of emerald ash borer in this region.

   6. Enhanced screening shall be provided and maintained along the north and east frontages to reduce light and sound trespass into the site from Lake Road [RPDG IX 6.E].

   7. Bio-infiltration facilities and water quality swales shall be attractively landscaped with horticulturally appropriate rain garden plantings.
C. **Building and Architectural Standards** [RPDG IX 7]
   1. Any/all mechanical equipment shall be appropriately screened by building-compatible materials or landscaping [RPDG, IX 7 H].
   2. All exterior lighting on the site shall be of full cut-off design and be shielded to prevent spillover of direct light onto adjacent properties [Altoona Municipal Code 19.59.030 (H)].

D. **Utilities**
   1. 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.
   2. If the buildings feature sprinkler systems, the Fire Department Connection (FDC) shall be 4” STORTZ and final placement shall be reviewed and approved by Altoona Fire Department.
   3. Private utilities, including electric transformers, shall be located such as to minimize impact on landscaping. Private electric service shall be located on private property under softscape, avoiding impacts on trees and major landscape elements. City of Altoona reserves the right to review and approve location of electrical transformers and other visible fixtures.

E. **Administration**
   1. A Specific Implementation Plan shall be reviewed and approved for Phase II. Phase II plan may be reviewed and approved by staff if consistent with the materials provided for Phase I approval. Detailed landscape plan shall be provided.

**Additional Recommendations:**

The following recommendations are suggestions for improving the project that are not directly tied to existing municipal codes, ordinances and policies. In particular, in addition to environmental and likely financial benefits, the following measures might further distinguish this project to investors and/or tenants.

1. Raised bed gardens or similar features are recommended to be added in appropriate locations for resident use.

RIVER PRAIRIE TOWNHOME CONDOMINIUM
RESIDENTIAL DEVELOPMENT
CITY OF ALTOONA

DEVELOPER:
MR. JASON GRIEPRIEPENTROG
GRIEP DEVELOPMENT, LLC
2601 MORNING SIDE DRIVE
EAU CLAIRE, WI 54701
EMAIL: RIVERBENDRPM@GMAIL.COM
PHONE: 715-225-4200

ENGINEER:
EVERYDAY SURVEYING & ENGINEERING, LLC
MR. MARK ERICKSON, P.E.
1818 BRACKETT AVENUE
EAU CLAIRE, WI 54701
EMAIL: MARK@ESELLC.CO
PHONE: 715-831-0654

SHEET INDEX:
C100 TITLE SHEET
C101 EXISTING CONDITIONS PLAN
C102 SITE PLAN OVERVIEW
C103 GRADING PLAN OVERVIEW
C104 GRADING PLAN WEST
C105 GRADING PLAN EAST
C106 UTILITY PLAN WEST
C107 UTILITY PLAN EAST
C108 LANDSCAPE & RESTORATION PLAN
C109 EROSION CONTROL PLAN
C500 CONSTRUCTION DETAILS
C501 CONSTRUCTION DETAILS
A111 BASEMENT/FOUNDATION & 1ST FLOOR PLAN
A112 2ND FLOOR & ROOF PLAN
A113 EXTERIOR ELEVATIONS

VICINITY MAP
(N.T.S.)

PROJECT SITE
LAKE ROAD
CITY OF ALTOONA, EAU CLAIRE COUNTY
(N.T.S.)

ESE PROJECT #: 20023
DATE: 08-07-20
BUILDING 1
FF=889.60
GFH=887.60
GFO=887.43
EGR=883.91
BSMT=880.41

BUILDING 2
FF=889.20
GFH=887.20
GFO=887.03
EGR=883.51
BSMT=880.01

BUILDING 3
FF=889.30
GFH=887.30
GFO=887.13
EGR=883.61
BSMT=880.11

INFILTRATION AREA 1
TOP=883.76
OVERFLOW=883.26
BOTTOM=881.76

BIO INFILTRATION AREA 1
TOP=889.60
OVERFLOW=883.26
BOTTOM=881.76

BIO INFILTRATION AREA 2
TOP=889.20
OVERFLOW=883.51
BOTTOM=880.41

BIO INFILTRATION AREA 2
TOP=889.30
OVERFLOW=883.83
BOTTOM=880.11

BIO INFILTRATION AREA 3
TOP=884.70
OVERFLOW=884.20
BOTTOM=883.20

BIO INFILTRATION AREA 4
TOP=884.90
OVERFLOW=884.10
BOTTOM=883.10

BI INFILTRATION AREA 4
TOP=884.90
OVERFLOW=884.10
BOTTOM=883.10

BIO INFILTRATION AREA 5
TOP=885.41
OVERFLOW=885.16
BOTTOM=883.91

BIO INFILTRATION AREA 5
TOP=885.01
OVERFLOW=884.51
BOTTOM=883.51

BIO INFILTRATION AREA 3
TOP=884.70
OVERFLOW=884.20
BOTTOM=883.20

BOTTOM OF ENGR. SOILS=880.91

"FUTURE"

BUILDING 4
FF=888.87
GFH=886.87
GFO=886.70
EGR=883.18
BSMT=879.08

"FUTURE"

BUILDING 5

RIVER PRAIRIE TOWNSHIP CONDOMINIUM
DOUGLAS TOWNSHIP, EAU CLAIRE COUNTY, WI

EVERYDAY SURVEYING & ENGINEERING

CITY OF ALTOONA, EAU CLAIRE COUNTY, WI

PHASE 1
2020

FUTURE

PHASE

FUTURE

BIO INFILTRATION AREA 1
TOP=883.76
OVERFLOW=883.26
BOTTOM=881.76

EROSION CONTROL NOTES:

1. THE EROSION CONTROL ON THIS PLAN HAS BEEN PREPARED PER CODE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING, MODIFYING, AND IMPLEMENTING ADDITIONAL EROSION CONTROL MEASURES BASED UPON THEIR MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF CONSTRUCTION.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BRIDGING CONTROL AT THE INTERFACES OF THE TECHNOLOGY, PHASES, PHASES, SEQUENCES, AND PROCEDURES OF CONSTRUCTION.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE WISE DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.

4. THE CONTRACTOR SHALL KEEP THE 'EROSION CONTROL PLAN' ONSITE AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING DNR FORM 3400-187 'CONSTRUCTION SITE INSPECTION REPORT' ON A WEEKLY BASIS AND AFTER RAINFALL EVENTS OF 0.5-INCHES OR MORE.

5. THE CONTRACTOR SHALL CLOSELY MONITOR THE WEATHER FORECAST AND SHALL MAKE APPROPRIATE ADJUSTMENTS TO PREPARE FOR FORECASTED RAINFALL EVENTS.

6. THE CONTRACTOR SHALL CLOSELY OBSERVE EROSIVE AREAS AFTER RAINFALL EVENTS AND MAKE THE APPROPRIATE CORRECTIONS TO PREVENT EROSION IN THE SAME AREA DURING FUTURE RAINFALL EVENTS.

7. IN THE EVENT THAT SOILS ARE TRACKED OR SPILLED ONTO THE ADJACENT RIGHT OF WAY, THE MATERIAL SHALL BE REMOVED AND THE ROAD SHALL BE SWEET THAT SAME DAY.

8. MINIMIZE DUST TO THE MAXIMUM EXTENT PRACTICABLE.

RESTORATION AND SEEDING

RESTORE ALL DISTURBED AREAS WITH 4" OF TOPSOIL AS SOON AS PRACTICABLE. ALL AREAS MUST BE TOPSOILED AS SOON AS POSSIBLE. EXCEPTED AREAS SUCH AS GRADABLE SLOPES WILL BE RESTORED TO GRADABLE CONDITIONS.

APPLICATION RATE SHALL BE A MINIMUM OF 5 LBS. PER 1000 SQUARE FEET. THE CONTRACTOR SHALL LANDSCAPE AND RESTORE ALL DISTURBED AREAS TO THE TYPE AND EXTENT AS SHOWN ON THE PLANS. AREAS DISTURBED BY THE CONSTRUCTION OUTSIDE THE PROJECT LIMITS, AS DETERMINED BY THE ENGINEER, SHALL BE RESTORED BY THE CONTRACTOR AT HIS EXPENSE.

APPLICATION RATE SHALL BE A MINIMUM OF 5 LBS. PER 1000 SQUARE FEET. THE CONTRACTOR SHALL LANDSCAPE AND RESTORE ALL DISTURBED AREAS TO THE TYPE AND EXTENT AS SHOWN ON THE PLANS. AREAS DISTURBED BY THE CONSTRUCTION OUTSIDE THE PROJECT LIMITS, AS DETERMINED BY THE ENGINEER, SHALL BE RESTORED BY THE CONTRACTOR AT HIS EXPENSE.

APPLICATION RATE SHALL BE A MINIMUM OF 5 LBS. PER 1000 SQUARE FEET. THE CONTRACTOR SHALL LANDSCAPE AND RESTORE ALL DISTURBED AREAS TO THE TYPE AND EXTENT AS SHOWN ON THE PLANS. AREAS DISTURBED BY THE CONSTRUCTION OUTSIDE THE PROJECT LIMITS, AS DETERMINED BY THE ENGINEER, SHALL BE RESTORED BY THE CONTRACTOR AT HIS EXPENSE.

APPLICATION RATE SHALL BE A MINIMUM OF 5 LBS. PER 1000 SQUARE FEET. THE CONTRACTOR SHALL LANDSCAPE AND RESTORE ALL DISTURBED AREAS TO THE TYPE AND EXTENT AS SHOWN ON THE PLANS. AREAS DISTURBED BY THE CONSTRUCTION OUTSIDE THE PROJECT LIMITS, AS DETERMINED BY THE ENGINEER, SHALL BE RESTORED BY THE CONTRACTOR AT HIS EXPENSE.

APPLICATION RATE SHALL BE A MINIMUM OF 5 LBS. PER 1000 SQUARE FEET. THE CONTRACTOR SHALL LANDSCAPE AND RESTORE ALL DISTURBED AREAS TO THE TYPE AND EXTENT AS SHOWN ON THE PLANS. AREAS DISTURBED BY THE CONSTRUCTION OUTSIDE THE PROJECT LIMITS, AS DETERMINED BY THE ENGINEER, SHALL BE RESTORED BY THE CONTRACTOR AT HIS EXPENSE.
COLOR OPTION #1
CS-1, CULTURED STONE, DUTCH QUALITY "WEATHER LEDGE", COLOR: "WINTER POINT"
LP-1, LP SMARTSIDE, 7" LAP EXPOSURE, COLOR: "CAVERN STEEL"
LP-2, LP SMARTSIDE, 7" LAP EXPOSURE, COLOR: "ABYSS BLACK"
LP-3, LP SMARTSIDE, BOARD & BATTEN, COLOR: "ABYSS BLACK"
LP-4, LP SMARTSIDE, BOARD & BATTEN, COLOR: "CAVERN STEEL"
LP-5, LP SMARTSIDE, BOARD & BATTEN, COLOR: "SNOWSCAPE WHITE"
LP-6, LP SMARTSIDE, 6" TRIM, COLOR: "SNOWSCAPE WHITE", LOCATION: HORIZONTAL BAND BOARD
LP-7, LP SMARTSIDE, 4" TRIM, COLOR: "SNOWSCAPE WHITE", LOCATION: OUTSIDE CORNERS & OPENING TRIM
AS-1, ASPHALT SHINGLES, TAMKO - HERITAGE, COLOR: "RUSTIC BLACK"
SS-1, STANDING SEAM ROOFING, COLOR: "BLACK"
LS-1, LIMESTONE SILL
COLOR OPTION #2
CS-1, CULTURED STONE, DUTCH QUALITY "WEATHER LEDGE", COLOR: "WINTER POINT"
LP-1, LP SMARTSIDE, 7" LAP EXPOSURE, COLOR: "CAVERN STEEL"
LP-2, LP SMARTSIDE, 7" LAP EXPOSURE, COLOR: "SNOWSCAPE WHITE"
LP-3, LP SMARTSIDE, BOARD & BATTEN, COLOR: "ABYSS BLACK"
LP-4, LP SMARTSIDE, BOARD & BATTEN, COLOR: "CAVERN STEEL"
LP-5, LP SMARTSIDE, BOARD & BATTEN, COLOR: "SNOWSCAPE WHITE"
LP-6, LP SMARTSIDE, 6" TRIM, COLOR: "ABYSS BLACK", LOCATION: HORIZONTAL BAND BOARD
LP-7, LP SMARTSIDE, 4" TRIM, COLOR: "ABYSS BLACK", LOCATION: OUTSIDE CORNERS & OPENING TRIM
AS-1, ASPHALT SHINGLES, TAMKO - HERITAGE, COLOR: "RUSTIC BLACK"
SS-1, STANDING SEAM ROOFING, COLOR: "BLACK"
LS-1, LIMESTONE SILL
COLOR OPTION #3
CS-1, CULTURED STONE, DUTCH QUALITY "WEATHER LEDGE", COLOR: "WINTER POINT"
LP-1, LP SMARTSIDE, 7" LAP EXPOSURE, COLOR: "CAVERN STEEL"
LP-2, LP SMARTSIDE, 7" LAP EXPOSURE, COLOR: "SNOWSCAPE WHITE"
LP-3, LP SMARTSIDE, BOARD & BATTEN, COLOR: "ABYSS BLACK"
LP-4, LP SMARTSIDE, BOARD & BATTEN, COLOR: "CAVERN STEEL"
LP-5, LP SMARTSIDE, BOARD & BATTEN, COLOR: "SNOWSCAPE WHITE"
LP-6, LP SMARTSIDE, 6" TRIM, COLOR: "ABYSS BLACK", LOCATION: HORIZONTAL BAND BOARD
LP-7, LP SMARTSIDE, 4" TRIM, COLOR: "ABYSS BLACK", LOCATION: OUTSIDE CORNERS & OPENING TRIM
AS-1, ASPHALT SHINGLES, TAMKO - HERITAGE, COLOR: "RUSTIC BLACK"
SS-1, STANDING SEAM ROOFING, COLOR: "BLACK"
LS-1, LIMESTONE SILL
PROPOSAL FOR LAKE ROAD TOWNHOMES

GRIP Development Group
2601 Morningside Drive
Jason Griepentrog
riverbendrpm@gmail.com
2601 Morningside Drive
Eau Claire, WI 54703
Grip Development Group is proposing to develop the Lake Road site as a 36-unit, 2-phase, multi-building townhome style development. Phase 1 will consist of 3 buildings totaling 18 units. The Developer’s intent is to create owner-occupied style housing with a variety of floorplans, sizes, finish options and dimensional elements to maximize visual appeal and affordability. Our vision is to have three different floorplan models which will be marketed at three separate price points. Here is a table highlighting the features of each floorplan type:

<table>
<thead>
<tr>
<th>Floorplan</th>
<th>Approx. Sq Ft</th>
<th>Garage Stalls</th>
<th>Est. List Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Story – 2 Bed &amp; 2 Bath End Unit</td>
<td>1,672</td>
<td>2</td>
<td>$215-225,000</td>
</tr>
<tr>
<td>2 Story – 2 Bed &amp; 2.5 Baths</td>
<td>1,430-1,550</td>
<td>2</td>
<td>$185-200,000</td>
</tr>
<tr>
<td>2 Story – 2 Bed &amp; 1.5 Baths</td>
<td>1,418-1,508</td>
<td>1</td>
<td>$170-185,000</td>
</tr>
</tbody>
</table>

A primary goal of the project is to blend character and community amenities into the overall design to be able to compliment neighboring properties and support home values. In addition, a formal Homeowners Association (HOA) will be formed to control, restrict and uphold covenants and maintain common area elements for the Lake Road Townhomes. One such restriction or limitation will pertain to renting or non-owner occupancy. The Developer will be charged with managing and overseeing the HOA until all units have been sold, at which time a 3-member board would be appointed. Copies of the proposed HOA Declarations and Restrictive Covenants can be made available for review once drafted.
Several considerations need to be made in relation to the offering price for the subject property. Some of those considerations are identified as follows:

- Cost of sitework/road network/utility improvements & extensions
- Building Costs/Fluctuation in Material Prices
- Public Participation/Assistance
- Developer Profit (Risk/Reward Factor)/Contingencies & Overruns
- Economic Environment/Market Conditions

In our modeling of expected costs and potential risk factors we have taken a conservative approach to input costs, construction timelines, holding/days to sell to arrive at a fair price to compensate for the aforementioned items. The opinion for probable costs for sitework and infrastructure is expected to run between $330,000 and $375,000 or approximately $10,000 per unit. In addition, there is expected to be soft costs for entitlements, permitting, professional services, builders risk insurance, interest expense and construction overhead expenses in the amount of $150,000. These costs combined with a proposed raw land purchase price of $108,000, equates to a per lot cost of $17,250.

GRIP Development is not requesting City participation for the portion of costs that may be deemed eligible for TIF financial assistance. These are estimated to be approximately $30,000. Instead our company would ask for concession for the land acquisition costs to help keep the initial costs to a minimum and developed over the course of two phases. If Phase 1 proves to be successful we would move to begin Phase 2 upon sale of 12-14 units in Phase 1.

Based on our analysis of total project costs coupled with providing affordable housing stock and tax increment for local government, we propose to offer a price of $108,000.
Upon full build-out the Developer conservatively anticipates an as-completed fair market value to be between $6.5mm and $7.5mm. This formula is based on a density formula of 36 units at an average assessed value of $180,000-$208,000. This equates to tax roll revenue of $125,000-$150,000 per year based on current mill rates.

Project elements will consist of several key elements including:

- Pedestrian Connectivity to walking and bike trail system
- Community Garden & Green Space
- Sustainability using rain gardens for landscaping & storm water design
- Energy Efficiency by meeting or exceeding Focus on Energy standards ---- 30% more efficient than standard building techniques
- Architectural Appeal with varying floorplans including 1 and 2-story design and prairie style features
- Accessibility for those with disabilities and physical handicaps (i.e. zero threshold entries, walk-in/roll-in showers options, grab bar ready)

In addition, affordability and providing home ownership opportunities for households that make up to 150% of the area median income will be primary goal for this project. 66% of the units will be earmarked as affordable and be marketed at prices of $200,000 or less.
The design-build schedule for this project will be relatively ambitious. Upon proposal award, our development team will fast track civil design to be able to present preliminary plat concept in June/July with final plat approval to follow. If all necessary permits and approvals are obtained by end of August, our plan is to begin infrastructure, site work and underground improvements in September. Here is a summary of the proposed schedule:

- **5/2020**  Respondent/Proposal Selection
- **6/2020**  Architectural & Preliminary Plat Review/Approval
- **7/2020**  Bid Documents Released
- **8/2020**  Final Plat, GDP and SIP Review/Approval
- **9/2020**  Closing & Infrastructure/Sitework Commences
- **2/2021**  Units available for Occupancy/Sale

GRIP Development Group and its principal Jason Griepentrog has 10 years of successful design-build experience acting as both general contractor and real estate developer. Our company has developed numerous single-family and multi-family projects throughout the Chippewa Valley. The project will be built consistent with quality and attention to detail our residents have come to expect. Upon completion, Riverbend Rentals & Property Management, LLC will act as the HOA manager and oversee the day-to-day management activities for River Prairie Townhomes.
Financing strategy for this project will consist of a combination of traditional bank financing and owner capital during the construction and sale phases of the project. We will seek a local lending partner that is excited to invest in our company, this project and Altoona.

On a personal note, I have extremely high expectations and vested interest in seeing the Lake Road Townhomes become an asset the City and its stakeholders will be proud of. As my family and I become more deeply rooted in the Altoona community, I want to do my part to achieve Altoona’s vision for generations to come.
MEMORANDUM

TO: Plan Commission Members
FROM: Joshua Clements AICP, City Planner & Zoning Administrator

SUBJECT: 2020 August 18, 2020 Plan Commission Meeting Items

Provided below for your consideration is a summary of the 2020 August 18 Plan Commission Meeting agenda items.

(VI) NEW BUSINESS

ITEM 4 - Discuss/consider recommendation to Council regarding a Certified Survey Map to combine parcels 201211502010 and 201101003010 located east of Lake Court, initiated by the City of Altoona (public hearing at August 27th Council meeting).

See Enclosed:
- Proposed Certified Survey Map

The two parcels are owned by the City of Altoona, located immediately east of Lake Court, and total 3.993 acres. Completion of the CSM prepares the property for sale and development consistent with a purchase agreement for the property: River Prairie Townhomes (Item 3).

A subsequent condominium instrument will create the conditions for independent ownership of each dwelling associated with the development.

Suggested Motion: I move to recommend / not recommend approval of the CSM.
CERTIFIED SURVEY MAP NO. __________________ VOLUME ___________ PAGE ___________  

Part of the Northwest Quarter of the Northwest Quarter, Section 23, Township 27 North, Range 9 West, City of Altoona, Eau Claire County, Wisconsin, including all of Lot 1 Certified Survey Map Number 2584 recorded in Volume 14 of Certified Survey Maps on Pages 187-188 as Document Number 993666, and part of Outlot C of Moonlight Bay Subdivision.

**Notes:**

2. Property is subject to Howage rights over the NW 1/4-NW 1/4 Section 23 per Document #172534.
3. Property is subject to Northern States Power Easement Document #00102 covering a strip of land 12 feet in width, 6 feet on either side of the electric facilities as installed.
4. Property is subject to Notice of Supplemental Final Order and Judgement to AT&T in Document #957985.

**LEGAL DESCRIPTION:**

Part of the Northwest Quarter of the Northwest Quarter, Section 23, Township 27 North, Range 9 West, City of Altoona, Eau Claire County, Wisconsin, including all of Lot 1 Certified Survey Map Number 2584 recorded in Volume 14 of Certified Survey Maps on Pages 187-188 as Document Number 993666, and part of Outlot C of Moonlight Bay Subdivision.

**CHARTERED SURVEYOR:**

JEFF C. STOCKBURGER
S-2708
EAU CLAIRE, WI

**OWNER:**

City of Altoona
1303 Lynn Avenue
Altoona, WI 54720

**PH:** (715) 831-0654     **EMAIL:** INFO@KLDS.NET

**EVERYDAY SURVEYING & ENGINEERING**

1838 Brackett Avenue • Eau Claire, WI 54701
Ph: (715) 831-2664 • Email: info@klds.net

**SHEET 2 OF 4 SHEETS**
CERTIFIED SURVEY MAP NO. ____________
VOLUME ____________ PAGE ____________

Part of the Northwest Quarter of the Northwest Quarter, Section 23, Township 27 North, Range 9 West, City of Altoona, Eau Claire County, Wisconsin, including all of Lot 1 Certified Survey Map Number 2584 recorded in Volume 14 of Certified Survey Maps on Pages 187-188 as Document Number 993666, and part of Outlot C of Moonlight Bay Subdivision.

CORPORATE OWNER’S CERTIFICATE

City of Altoona, a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certify that said corporation caused the land described on this map to be surveyed, divided, and mapped as represented on this map in accordance with the requirements of the City of Altoona Municipal Code.

Witness the hand and seal of the City of Altoona has caused these presents to be signed by

______________________, City of Altoona Mayor on this ______ day of ______________________, 2020.
Brendan Pratt, Mayor

STATE OF WISCONSIN)

______________________, COUNTY)

Personally came before me this ______ day of ______________________, 2020, the above named Brendan Pratt, Mayor of the City of Altoona, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument.

______________________ (SEAL)
Notary Public, State of ______________________

My commission expires ______________________
SURVEYOR'S CERTIFICATE:
I, Jeffrey C. Stockburger, Professional Land Surveyor in the State of Wisconsin, do hereby certify that by the order of City of Altoona, I have surveyed part of the Northwest Quarter of the Northwest Quarter, Section 23, Township 27 North, Range 9 West, City of Altoona, Eau Claire County, Wisconsin, including all of Lot 1 Certified Survey Map Number 2584 recorded in Volume 14 of Certified Survey Maps on Pages 187-188 as Document Number 993666, and part of Outlot C of Moonlight Bay Subdivision.

Commencing at the West Quarter Corner of said Section 23;
Thence N00°27'24"E, 1,456.64 feet along the West line of the Northwest Quarter to the point of beginning;
Thence N00°30'48"E, 265.10 feet along the west line of Certified Survey Map Number 2584 and a southerly extension thereof to the northwest corner of said Certified Survey Map;
Thence S69°06'40"E, 517.92 feet along the northeasterly line of said Certified Survey Map;
Thence along said northeasterly line and the arc of a curve 33.60 feet, concave southwesterly, with a chord bearing of S65°55'56"E, a chord length of 33.60 feet, and a radius of 884.60 feet;
Thence S64°55'37"E, 458.28 feet along said northeasterly line to the southeast corner of said Certified Survey Map Number 2584;
Thence S89°14'16"W, 543.47 feet along the southerly line of said Certified Survey Map and a westerly extension thereof to the northerly right-of-way line of the Union Pacific Railroad Company;
Thence N70°52'46"W, 411.29 feet along said right-of-way line to the point of beginning.

Said parcel contains 170,974 square feet or 3.93 total acres, more or less.

I also certify that I have complied with the provisions of Chapter 236.34 of the Wisconsin Statutes, Wisconsin Administrative Code Chapter AE-7, and the City of Altoona Subdivision Ordinance. I further certify to the best of my knowledge and belief that the accompanying map is a true and correct representation of the exterior boundaries of the land surveyed and the division thereof made.

Dated this ____________ day of __________________, 2020.

Jeffrey C. Stockburger, Wisconsin Professional Land Surveyor, S-2708
Project Number: 20023

CERTIFICATE OF THE CITY PLAN COMMISSION

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 PLAN COMMISSION PURSUANT TO THE SUBDIVISION ORDINANCE.

Approved this ___________ day of __________________, 2020 by the Altoona Common Council

Brendan J Pratt, Mayor
EXHIBIT MAP

Part of the Northwest Quarter of the Northwest Quarter, Section 23, Township 27 North, Range 9 West, City of Altoona, Eau Claire County, Wisconsin, including all of Lot 1 Certified Survey Map Number 2584 recorded in Volume 14 of Certified Survey Maps on Pages 187-188 as Document Number 993666.
MEMORANDUM

TO: Plan Commission Members

FROM: Joshua Clements AICP, City Planner & Zoning Administrator

SUBJECT: 2020 August 18, 2020 Plan Commission Meeting Items

Provided below for your consideration is a summary of the 2020 August 18 Plan Commission Meeting agenda items.

(VI) NEW BUSINESS

ITEM 5 - Discuss/Consider Site Plan for 527 Fairfax Street.

See Enclosed:
   ● Proposed Site Plan 527 Fairfax Street

The proposed Site Plan for 527 Fairfax Street reflects an 1,360 SF addition to an existing 1,440 SF commercial building. The addition utilizes the existing vehicle access to the site and adds four vehicle parking spaces. Stormwater generated by the parking area will drain to an infiltration area to the east.

Staff recommends approval to the Site Plan.

Suggested Motion: I move to approve / not approve the Site Plan for 527 Fairfax Street.
MEMORANDUM

TO: Plan Commission Members
FROM: Joshua Clements AICP, City Planner & Zoning Administrator
SUBJECT: 2020 August 18, 2020 Plan Commission Meeting Items

Provided below for your consideration is a summary of the 2020 August 18 Plan Commission Meeting agenda items.

(VI) NEW BUSINESS

ITEM 6 - Discuss/consider recommendation to Council regarding Final Plat for Hillcrest Greens Condominium.

See Enclosed:
- Proposed Condominium Instrument- Hillcrest Greens Condominium

The proposed Condominium Plat is consistent with the approved Specific Implementation Plan for Whisper Ridge Townhomes approved by the Plan Commission on February 11, 2020 and City Council on February 13th. The public hearing for the preliminary plat - condominium instrument was held before the Plan Commission on July 14th and approved at that time. The preliminary plat was approved by the Council on July 23rd.

Final consideration of the Condominium Instrument will be considered by the Council on August 27th.

Suggested Motion: I move to recommend / not recommend approval of the Final Plat for Hillcrest Greens Condominium.
SURVEYOR'S CERTIFICATE:
I, PETER J. GARTMANN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:
THAT BY THE DIRECTION OF BILL ALBRIGHT I HAVE SURVEYED AND MAPPED THE
CONDOMINIUM PLAT OF HILLCREST GREENS CONDOMINIUM LOCATED IN SOUTHEAST
QUARTER OF THE NORTHEAST QUARTER, SECTION 27, TOWNSHIP 27 NORTH, RANGE
9 WEST, CITY OF ALTOONA, EAU CLAIRE COUNTY, WISCONSIN BEING LOT 6 AND LOT
7, CERTIFIED SURVEY MAP NUMBER ###, RECORDED IN VOLUME #, PAGES ### AS
DOCUMENT NUMBER ###. THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES
OF THE LAND SURVEYED AND SHOWS THE CORRECT LOCATION OF THE BUILDINGS
BUILT OR TO BE BUILT THEREON.
THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 703 OF THE
WISCONSIN STATUTES AND A-E 7 WISCONSIN ADMINISTRATIVE CODE IN SURVEYING
AND MAPPING THE SAME.

PETER J. GARTMANN, P.L.S. 2279
DATED THIS ______ DAY OF ______ 2020

COMMON COUNCIL RESOLUTION:
RESOLVED, THAT THIS CONDOMINIUM PLAT OF HILLCREST GREENS CONDOMINIUM, IN
THE CITY OF ALTOONA, IS HEREBY APPROVED BY THE COMMON COUNCIL.
APPROVED: ___________________________ (DATE) SIGNED: ___________________________
I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY
THE COMMON COUNCIL, CITY OF ALTOONA.
(SIGNATURE) CINDY BAUER, CITY CLERK

EAU CLAIRE COUNTY CERTIFICATION:
I, DEAN J. ROTH, EAU CLAIRE COUNTY SURVEYOR HAVE REVIEWED THE
CONDOMINIUM INSTRUMENTS FOR HILLCREST GREENS CONDOMINIUM AND CERTIFY PER
WISCONSIN STATUTE 703.115(1) THAT SUCH INSTRUMENTS ARE APPROVED FOR
RECORDING.
DATED THIS ______ DAY OF ______ 2020
DEAN J. ROTH
EAU CLAIRE COUNTY SURVEYOR

CONDOMINIUM PLAT OF
HILLCREST GREENS
CONDOMINIUM
BEING LOTS 6 AND 7, CSM NO. ###,
LOCATED IN THE NW1/4 OF THE NW1/4, SEC. 27, T27N, R9W,
CITY OF ALTOONA, EAU CLAIRE COUNTY, WISCONSIN

SHEET 1 OF 2
Plan Commission | August 18, 2020
New Business Item 6 | Page 3 of 25

TYPICAL BUILDING FOR UNITS 3-6, 7-10 AND 11-14

ABBREVIATIONS

CM - CORNER
CM NO. - CERTIFIED SURVEY MAP NUMBER

UNIT - UNIT
UNIT 3, 7, 11
UNIT 4, 8, 12
UNIT 5, 9, 13
UNIT 6, 10, 14

SCALE: 1" = 20'

DIMENSIONS AND AREAS ARE APPROXIMATE

CONDOMINIUM PLAT OF
HILLCREST GREENS
CONDOMINIUM
BEING LOTS 6 AND 7, CSM NO. #.
LOCATED IN THE SE1/2 OF THE NW1/4, SEC. 27, T27N, R9W,
city of Altoona, Eau Claire County, Wisconsin

SHEET 2 OF 2
DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this “Declaration”), is made this ___ day of ______, 2020, by Rooney Properties, LLC a Wisconsin limited liability company (the “Declarant”).

ARTICLE I

DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the “Property”), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the “Condominium Ownership Act”).

The Units shall be subject to the Declaration of Easements, Conditions, Covenants and Restrictions for Hillcrest Greens, dated August 14, 2013 and recorded September 18, 2013 in the office of the Register of Deeds for Eau Claire County, Wisconsin as Document No. 1091004, as may be amended from time to time (the “Master Declaration”). In the event of a conflict between the Master Declaration and this Declaration, the Master Declaration shall control. Each Unit Owner shall also be a member of Hillcrest Greens Homeowners Association, Inc. (the “Master Association”), consistent with the terms of the Master Declaration.
ARTICLE II

NAME; DESCRIPTION OF PROPERTY

2.01. Name. The name of the condominium created by this Declaration (the “Condominium”) is “Hillcrest Greens Condominium.”

2.02. Legal Description. The land comprising the Property (the “Land”) is located in the City of Altoona, County of Eau Claire, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

2.03. Address. The address of the Condominium is 1308, 1375, 1380, 1374, 1370, 1366, 1362, 1358, 1354, 1348, 1344, 1340, and 1336 Cypress Ct., Altoona, Wisconsin 54720.

ARTICLE III

DESCRIPTION OF UNITS

3.01. Identification of Units. The Condominium shall initially consist of 14 units (individually a “Unit” and collectively the “Units”) located in the buildings (individually, a “Building” and, collectively, the “Buildings”) identified on the condominium plat attached hereto as Exhibit B and made a part hereof (the “Condominium Plat”), together with the Common Elements as described in Article IV. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries, and dimensions of each Unit. The Units shall be identified as Units 1 through 14 inclusive, as numbered on the Condominium Plat. Each owner of a Unit is referred to as a “Unit Owner.” When a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02. Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) Upper Boundary. The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.

(b) Lower Boundary. The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit consisting of the garage and basement extended to an intersection with the perimetrical boundaries.

(c) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit.

3.03. Additional Items Included as Part of Unit. The Unit shall also include each of the following items that serve such Unit exclusively, whether or not located within the boundaries described in section 3.02:
(a) Windows, doors, and garage doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Telephone, fax, cable television, computer, Internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.

(f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.

(g) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components and all plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit or another Units are Common Elements.

Section 3.04. Unbuilt Units. The Unit Owners of all Units within any Building not yet constructed shall have the right, at their sole cost and expense, to construct such Building in accordance with the Condominium Plat. Until such Building has been substantially completed, such Unit Owners shall bear the entire cost of construction, maintenance, repair, and insurance of the Building, and shall maintain builder’s risk insurance for such Building. Upon substantial completion of any Building, the Unit Owners thereof shall notify the Association, at which point such portions of the Building that are Common Elements shall be maintained, repaired, replaced, and insured by the Association, and the costs thereof shall be Common Expenses. A Building shall be considered “substantially complete” if it houses any Unit for which an occupancy permit has been issued.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01. Common Elements. The common elements (the “Common Elements”) are all of the Condominium except for the Units. The Common Elements include, without limitation, the following:

(a) The Land;

(b) The paved driveway, private streets, pedestrian walkways, if any, situated on the Land;
(c) The foundations, columns, pilasters, girders, beams, front balconies, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);

(d) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit;

(e) Any other portion of the improvements to the Land that is not part of a Unit as described above; and

(f) Mailbox islands.

4.02. **Limited Common Elements.** Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all Units. Such Common Elements shall be referred to collectively as “Limited Common Elements.” The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All sidewalks, access ways, steps, stoops, decks, and patios attached to, leading directly to or from, or adjacent to each Unit;

(b) The parking spaces identified on the Condominium Plat as designated and reserved for any Unit, if any;

(c) That part of the fire sprinkler system, if any, which serves at least one but less than all of the Units; and

(d) The part of the Land shown as Limited Common Element for each Unit.

4.03. **Conflict Between Unit Boundaries; Common Element Boundaries.**

(a) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner’s enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the Board of Directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.
(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01. Percentage Interests. The undivided percentage interest in the Common Elements (the “Percentage Interest”) appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units, being 1/14.

5.02. Conveyance, Lease, or Encumbrance of Percentage Interest. Any deed, mortgage, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner’s Percentage Interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03. Voting. Each Unit shall have one (1) vote appurtenant to such Unit at meetings of the Association (as defined in Article VII).

5.04. Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

5.05. Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner’s name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI

[INTENTIONALLY OMITTED].

ARTICLE VII

CONDOMINIUM ASSOCIATION

7.01. General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as “Hillcrest Greens Condominium Association, Inc.” (the “Association”), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin.

The powers and duties of the Association shall include those set forth in the Association’s articles of incorporation (the “Articles”) and bylaws (the “Bylaws”), Chapter 703, Wisconsin Statutes (the
“Condominium Ownership Act”), this Declaration, and Chapter 181, Wisconsin Statutes (the “Wisconsin Nonstock Corporation Law”). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the “Rules and Regulations”), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners.

7.02. Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed on, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 7.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) three (3) years from such date; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Percentage Interest to purchasers; or (c) thirty (30) days after the Declarant’s election to waive its right of control.

7.03. Board of Directors. The affairs of the Association shall be governed by a Board of Directors. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the Board of Directors. Within thirty (30) days after the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the Board of Directors. For purposes of calculating the percentages set forth in Section 7.02 and this Section 7.03, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by 14.

7.04. Maintenance and Repairs.

(a) By Association. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements (except patios and balconies) and shall maintain the same in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, driveways, private streets, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. The Association shall be responsible for repairing and replacing when necessary any Common Elements and Limited Common Elements.

Notwithstanding anything herein to the contrary, the Association shall contract with the Master Association or its successors or assigns, for the following items: 1) ordinary landscaping
maintenance, including mowing and trimming, but to exclude planting or replacement of plants, trees, and shrubs; and 2) snow and ice removal from driveways and patios.

(b) **By Unit Owner.** Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), and for the maintenance (but not the repair or replacement of) exterior patio areas or balconies appurtenant to the Unit, except to the extent any repair cost is paid by the Association’s insurance policy described in Section 9.01.

Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days’ prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

(c) **Damage Caused by Unit Owners.** To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof), or (iii) the Association must restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement, and restoration.

**7.05. Common Expenses and Annual Budget.** Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common Elements and other areas described in Section 7.04, and administration of the Association shall be deemed to be common expenses (the “Common Expenses”), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages. Common Expenses shall further include all assessments made by the Master Association.

The Association, annually, shall adopt and distribute to all Unit Owners, an annual budget setting forth the following:

1) All anticipated Common Expenses and any amounts to be allocated to the Statutory Reserve Account, if any and to any other funds for future expenditures.
2) The amount and purpose of any other anticipated Association expenditure.
3) The Amount of any Statutory Reserve Account, if any, or any other funds held for future expenditures.
4) Any Common Surpluses.
5) The amount and source of any income, other than assessments of the Unit Owners.
6) The aggregate amount of any assessment to be levied against Unit Owners and the purpose of the assessments.
7) Assessments by the Master Association.

7.06. General Assessments. The Association shall levy monthly general assessments (the “General Assessments”) against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

Notwithstanding the foregoing, Units not yet sold by Declarant shall not be subject to General Assessments. If, however, during the period of Declarant control the General Assessments against any Unit not owned by Declarant would exceed the amount set forth in the budget per Unit (excluding any portion of General Assessments to fund reserves), Declarant shall either (a) record a document to cause its Units to be subject to General Assessments, or (b) pay to the Association the amount necessary to reduce the General Assessments against the Units not owned by Declarant to the amount set forth in the budget per Unit (excluding any portion of General Assessments used to fund reserves). Furthermore, if the Association has established a Statutory Reserve Account, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the Building in which the Unit is located has been completed.

7.07. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the “Special Assessments”) against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.04 and Article XIV, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

7.08. Common Surpluses. If the surpluses of the Association (the “Common Surpluses”) should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, such Common Surpluses may be credited against the Unit Owners’ General Assessments in proportion
to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

7.09. **Certificate of Status.** The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

7.10. **Management Services.** The Association shall have the right to enter into a management contract with a manager selected by the Association (the “Manager”) under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, and housekeeping services. Certain of such services may be available only on a fee-for-services basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

7.11 **Reserve Account.** Pursuant to the authority granted to the Declarant under the Condominium Ownership Act, the Declarant hereby elects not to establish a statutory reserve account (“Statutory Reserve Account”), as the term “Statutory Reserve Account” is defined in Section 703.163(b) of the Condominium Ownership Act. The Declarant is hereby authorized to execute and recorded a Statutory Reserve Account Statement, as required by Section 703.163(11) of the Act. Nothing herein shall prohibit the Declarant, or the Association, from making a later determination to establish a Statutory Reserve Account pursuant to the procedures set forth in Section 703.163 of the Condominium Ownership Act.

**ARTICLE VIII**

ALTERATIONS AND USE RESTRICTIONS

8.01. **Unit Alterations.**

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and do not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

(b) A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not
reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner’s Percentage Interest shall be equal to the number of Units so combined divided by the total number of Units, and as otherwise provided in Section 5.01 above.

8.02. Separation, Merger, and Boundary Relocation.

Boundaries between Units may be relocated upon compliance with Section 703.13(6) of the Condominium Ownership Act and with the written consent of the Association. A Unit may not be separated into two or more units. Two or more Units may not be merged into a single unit. No boundaries of any Units may be relocated without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected.

Any Unit Owner applying for a boundary relocation shall provide to the Association for review complete plans and specifications for the relocation, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a boundary relocation shall pay the Association’s cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. When any boundary relocation would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant’s Unit. Following any boundary relocation, the Percentage Interests shall be reallocated as follows:

(A) In the case of a boundary relocation, the Percentage Interests formerly appurtenant to the Units whose boundaries are being adjusted shall be determined as follows: for each resulting Unit (the “Resulting Unit”), the Percentage Interests of the two Units whose boundary is being relocated shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the Resulting Unit, and the denominator of which is the square footage of both Resulting Units. The product is the new Percentage Interest for the Resulting Unit. Furthermore, votes in the Association formerly appurtenant to the Units whose boundaries are being adjusted shall be reallocated in the same manner.

(B) An amendment to the Declaration or the plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and Mortgagees of the affected Units.

8.03. Use and Restrictions on Use of Unit. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association before the commencement of such use. A Unit shall be deemed to be used for “single-family residential purposes” if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:
(a) maintaining his or her personal professional library in his or her Unit;

(b) keeping his or her personal business or professional records or accounts in his or her Unit;

(c) handling his or her personal or business records or accounts in his or her Unit; or

(d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 8.03 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

8.04. Nuisances. No nuisances shall be allowed on the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.05. Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that

(a) The term of any such lease shall not be less than four (4) months;

(b) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

(c) The lease provides that any default arising out of the tenant’s failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section 8.05 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

8.06. Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units. Nothing in this Section 8.06 shall be construed as a limitation contrary to Wis. Stat. § 703.105, as may be amended from time to time.
8.07. **Garbage and Refuse Disposal.** No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers.

8.08. **Storage.** Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or woodpile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any yard at any time.

8.09. **Pets.** Pets are permitted in accordance with the current applicable Rules and Regulations.

8.10. **Landscaping.** Unit Owners may not plant any decorative plants, vegetables, and shrubbery outside their Unit without the prior written consent of the Association.

**ARTICLE IX**

**INSURANCE**

9.01. **Fire and Extended Loss Insurance.** The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the Association’s service equipment, supplies, and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided.

The insurance maintained by the Association shall be written on the Condominium’s Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

9.02. **Public Liability Insurance.** The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least $1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective Percentage Interests. Such insurance policy shall contain a “severability of interest” or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.
9.03. **Fidelity Insurance.** If the Board of the Association affirmatively elects, the Association shall maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association’s annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

9.04. **Directors’ and Officers’ Insurance.** If the Board of the Association affirmatively elects, the Association shall maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice.

9.05. **Mutual Waiver of Subrogation.** Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

9.06. **Standards for All Insurance Policies.** All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin.

**ARTICLE X**

**RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION**

10.01. **Determination to Reconstruct or Repair.** If all or any part of the Condominium becomes damaged or is destroyed by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section 10.01.

(a) **Damage Less Than Five Percent of Replacement Cost.** If the cost to repair or reconstruct the damaged portion of the Condominium is less than five percent (5%) of the replacement cost of all improvements constituting the Condominium, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct, as may in the future be needed from time to time, up to such stated amount. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.
(b) **Damage Equal To or Greater Than Five Percent of Replacement Cost; Insurance Available.** If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium, and the insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are sufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time to time, up to the amount of the available insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(c) **Damage Equal to or Greater Than Five Percent of Replacement Cost; Insurance Not Available.** If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium and insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are insufficient to complete such repair or reconstruction, the damaged Condominium shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section 10.01(c) shall be deemed to be consent to subject the Condominium to an action for partition.

10.02. **Plans and Specifications.** Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium, unless (a) the Unit Owners having at least a majority of the votes approve of the variance from such plans and specifications; (b) the Board of Directors authorizes the variance; and (c) in the case of reconstruction or repair to any of the Units, the Unit Owners of the damaged Units authorized the variance. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.03. **Responsibility for Repair.** In all cases after a casualty has occurred to the Condominium (except as otherwise provided in Section 9.01), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.04. **Insurance Proceeds and Construction Fund.** Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Condominium. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired as set forth in Section 10.06.

10.05. **Assessments for Deficiencies.** If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of
damage to the Condominium shall be in proportion to each Unit Owner’s Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

10.06. Surplus in Construction Funds. All insurance proceeds, condemnation awards, and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Condominium are referred to herein as “Construction Funds.” It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.

10.07. Partition and Sale Upon Consent. If following damage or destruction described in Section 10.01(c), the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Eau Claire County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.

10.08. Mortgagees’ Consent Required. No approval, consent, or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

ARTICLE XI
CONDEMNATION

11.01. Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) If all of a Unit is taken, the Unit Owner of the Unit shall be allocated the entire award for the taking of the Unit, including any equipment, fixtures, or improvements located therein, and for consequential damages to the Unit or improvements located therein.

(b) If only a part of a Unit is taken, then, if the Association determines that it shall repair or restore the Unit as described in Section 11.02 below, the award for the taking of the Unit shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award, plus any award for equipment, fixtures or improvements located therein and for consequential damages to the Unit or the improvements located therein, shall be allocated to the Unit Owner.

(c) If part of the Common Elements are taken, then, if the Association determines that it shall repair or restore the Condominium as described in Section 11.02, below, the award for the partial taking of the Common Elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

(d) If the entire Condominium is taken, then any award for the taking of any Unit shall be allocated to the respective Unit Owner, and any award for the taking of the Common Elements shall be allocated to all Unit Owners in proportion to their Percentage Interests.
11.02. **Determination to Reconstruct Condominium.** Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed.

11.03. **Plans and Specifications for Condominium.** Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium.

11.04. **Responsibility for Reconstruction.** In all cases of restoration of the Condominium following a partial taking, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

11.05. **Assessments for Deficiencies.** If the condemnation award for the taking of the Condominium is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner’s respective Percentage Interest and shall constitute a Common Expense.

11.06. **Surplus in Construction Fund.** It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interests.

11.07. **Percentage Interests Following Taking.** Following the taking of all or any part of any Unit, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all Units, determined without regard to the value of any improvements located within the Units except for those improvements that were part of the Unit as originally constructed. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.

11.08. **Partition and Sale Upon Consent.** If, pursuant to Section 11.02, the Association determines that, following a taking of any part of the Condominium, the Condominium cannot be restored to a usable whole, then, if the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Eau Claire County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests.

**ARTICLE XII**

**MORTGAGEES**

12.01. **Notice.** Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the “Mortgagee”) that has so requested of the Association in a writing received by the Association’s agent for service of process shall be entitled to receive notice of the following matters:
(a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations by the Unit Owner whose Unit is subject to the mortgage or land contract.

(c) Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value.

12.02. Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

12.03. Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a “Mortgagee” as well as a “Unit Owner” for purposes of such provision.

12.04. Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit’s unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XIII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner’s consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Eau Claire County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association.

Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.
ARTICLE XIV

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period that shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the City of Altoona or the County of Eau Claire to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30)-day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association’s denial of such petition, or (ii) the passage of the aforementioned thirty (30)-day period for consideration of the petition by the Association.

The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association’s Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XV

GENERAL

15.01. Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the rights to grant to the City of Altoona and County of Eau Claire or public or semi-public utility companies, easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the Board of Directors may deem fit and
proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

15.02. Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.

15.03. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served on Declarant shall be given to the agent for service of process specified in Section 15.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

15.04. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

15.05. Access to Condominium by the Declarant and Owners of Unbuilt Units. During any period in which (1) Declarant is constructing any Building or other improvements on the Property; (2) all Unit Owners of units within a Building are constructing such Building and Limited Common Elements appurtenant to such units; or (3) Declarant is replacing or repairing any Common Elements or Limited Common Elements, then Declarant and such Unit Owners, as the case may be, and their respective contractors, subcontractors, agents, and employees, shall have an easement for access to all parts of the Condominium as may be required in connection with the work.

15.06. Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is James G. Rooney, 13167 County Highway OO, Chippewa Falls, WI 54729. The resident agent may be changed by the Association in any manner permitted by law.

15.07. Assignment of Declarant’s Rights. The rights, powers, and obligations of the party named as “Declarant”, as granted by this Declaration, may be assigned by a written, recorded amendment to any other party who assumes such rights, powers, and obligations, provided that such other party also assumes the obligations imposed on declarants by Chapter 703 of the Wisconsin Statutes. Upon the recording of any such amendment, such assignee shall become “Declarant” under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment need be signed only by the assignor and assignee named therein.
15.08. **Conflicts.** If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

15.09. **Disclosure Regarding Warranties.** The Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by the Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by the Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements, including the Limited Common Elements. Any implied warranty of workmanlike performance and that the Building or other Common Elements, including the Limited Common Elements, are or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, the Declarant’s duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07(8) of the Wisconsin Statutes.

15.10 **Internet Access; Utilities.** Each Unit Owner shall pay for his, her or its cable television, telephone, internet access, electrical, gas, and other utility services which are separately metered or billed to each user by the respective utility company provider. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses, consistent with Section 7.05.

[Signature Page Follows]
IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this day ___ of _____, 2020.

ROONEY PROPERTIES, LLC

By: __________________________
Name: James, G. Rooney
Title: Authorized Member

STATE OF WISCONSIN )
COUNTY OF ____________ ) ss.

Personally came before me this ____ day of ________, 2020, James G. Rooney, the Authorized Member of Rooney Properties, LLC, a Wisconsin limited liability company, who acknowledged the foregoing document for the purposes recited therein on behalf of said company.

Name: __________________________
Notary Public, State of Wisconsin
My Commission: __________________________

This document drafted by:
Atty. Christopher B. Gierhart
Weld Riley, S.C.

[Signature Page]
EXHIBIT A

Legal Description of Land Subject to Declaration

Condominium Plat of Hillcrest Greens Condominium

The Condominium Plat of Hillcrest Greens Condominium, located in the Southeast Quarter of the Northeast Quarter, Section 27, Township 27 North, Range 9 West, City of Altoona, Eau Claire County, Wisconsin being Lot 6 and Lot 7, Certified Survey Map No. [____], recorded in Volume [____], Pages [____], as Document No. [____].
EXHIBIT B

Condominium Plat
THE CITY of Altoona

MEMORANDUM

TO: Plan Commission Members
FROM: Joshua Clements AICP, City Planner & Zoning Administrator
SUBJECT: 2020 August 18, 2020 Plan Commission Meeting Items

Provided below for your consideration is a summary of the 2020 August 18 Plan Commission Meeting agenda items.

(VII) MISCELLANEOUS BUSINESS AND COMMUNICATIONS

ITEM 1 - Commissioner Training Opportunities

See Enclosed:

- University of Wisconsin Extension Fall Zoning Webinars

Upper Midwest APA Conference (Virtual)

Wisconsin, Minnesota and Iowa will be hosting a joint virtual annual conference on October 12 - 14.

The City has budgeted for supporting Commissioners to attend. Please alert staff if you are interested. Attendance, even for a portion of the Conference, is highly encouraged.

UW - Madison, Division of Extension

The University of Wisconsin Division of Extension provides continuing education opportunities concerning a variety of planning and development related topics. There are two upcoming webinars recommended by staff, and the City has budgeted for Commissioners to attend:

New Rules for Conditional Uses - Tuesday, September 29, 2020, 10-11 am
Refreshing Your Zoning Ordinance - Monday, November 30, 2020, 10-11 am

Details are attached and are available on our Eventbrite page:
https://www.eventbrite.com/e/zoning-webinars-registration-112871838708
The Center for Land Use Education is offering a new 5-part webinar series designed to orient new and continuing officials and staff to their roles and responsibilities related to zoning.

Divided into two tracks, the Basic Sessions are designed for newly elected and appointed officials, clerks, administrators, and others who are new to planning and zoning. The Advanced Sessions are for those looking to expand their knowledge of specific zoning topics. Planning and zoning staff, experienced officials, and individuals who have completed the basic training sessions are encouraged to attend.

Webinars will be recorded. Recordings will be made available to registered participants of individual sessions.

**Basic Sessions - Free**

**Role of the Plan Commission**
Thursday, August 13, 2020, 3-4 pm
This session will introduce three primary tools for land use decision-making: the comprehensive plan, zoning ordinance, and subdivision ordinance. We’ll take a closer look at zoning decisions and review different rules that apply when your plan commission and elected officials adopt and apply ordinances.

**Role of the Zoning Board of Adjustment/Appeals**
Thursday, August 20, 2020, 3-4 pm
This session will cover decisions typically assigned to the zoning board of adjustment or appeals, including variances, administrative appeals, and conditional uses. We’ll take a closer look at the quasi-judicial role of the zoning board and how their decisions impact communities.

**Advanced Sessions - $20 each**

**New Rules for Conditional Uses**
Tuesday, September 29, 2020, 10-11 am
Take a deep dive into conditional uses! Designed for planning and zoning staff and experienced officials, this session will review new rules that apply to conditional uses. Learn how to apply the new standards, and discuss how to update your ordinance, forms, and procedures.

**Variances**
Thursday, October 29, 2020, 10-11 am
Designed for planning and zoning staff and the zoning board of adjustment or appeals, this session will take a closer look at variances. Learn about different types of variances, legal standards for granting a variance, and how to create a complete record for the courts.

**Refreshing Your Zoning Ordinance**
Monday, November 30, 2020, 10-11 am
From a simple rezone to complex ordinance updates, learn about the process for updating your zoning ordinance. Take a closer look at how communities are addressing new and emerging land uses, replacing long lists of dated uses with use categories, and incorporating graphics and other user-focused features.
## Who Should Attend?

<table>
<thead>
<tr>
<th>Primary Audience</th>
<th>Secondary Audience</th>
<th>Governing Body</th>
<th>Plan Commission</th>
<th>Zoning Board</th>
<th>Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Basic Sessions</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Role of the Plan Commission</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>August 13, 3-4 pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Free!</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Role of the Zoning Board</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>August 20, 3-4 pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Free!</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Advanced Sessions</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New Rules for Conditional Uses</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>September 29, 10-11 am</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Variances</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>October 29, 10-11 am</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refreshing Your Zoning Ordinance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>November 30, 10-11 am</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Workshop Cost

Participants may attend one or multiple sessions. Basic Sessions are Free. Advanced Sessions are $20 each.

## Handbooks

Print copies of the Plan Commission Handbook and Zoning Board Handbook may be purchased at the time of registration for an additional cost of $25 apiece. These handbooks are recommended for new and continuing officials but are not required to attend the workshop. The handbooks are also accessible, free of charge, at: [www.uwsp.edu/cnr-ap/clue](http://www.uwsp.edu/cnr-ap/clue).

## Registration

Registration is through Eventbrite: [Online Registration Link](#). Registration ends midnight before each session. Questions? Email landcenter@uwsp.edu or phone 715-346-3783
MEMORANDUM

TO: Plan Commission Members
FROM: Joshua Clements AICP, City Planner & Zoning Administrator
SUBJECT: 2020 August 18, 2020 Plan Commission Meeting Items

Provided below for your consideration is a summary of the 2020 August 18 Plan Commission Meeting agenda items.

(VII) MISCELLANEOUS BUSINESS AND COMMUNICATIONS

ITEM 2 - Preliminary Community Change Information

The Preliminary Estimate of the January 1, 2020 Population for local governments was released by WI Department of Administration on August 10th. Final estimates will be released on October 10th. The City of Altoona preliminary population estimate is 8,099, an increase of 1,393 residents or 20.77% since 2010. Altoona remains #2 fastest growing City in Wisconsin in percentage terms, with the remaining four of five fastest growing located in Dane County. Another interesting frame is that Altoona represents 0.14% of Wisconsin’s population, but accounted for 0.83% of total state population growth.

Preliminary estimates for the City of Eau Claire is 68,429, an increase of 2,498 or 3.79% since 2010. The Town of Washington estimate is 7,441, an increase of 307 or 4.30%.

Estimates for Eau Claire County growth of 5,223 persons, or 5.29%, is the sixth highest rate among Wisconsin's 72 counties. This figure is very similar to La Crosse County (5.07%). The estimated change in total state population is 2.95%. The City of Altoona, approximately 7.8% of Eau Claire County estimated population, represented 26.7% of estimated County growth.

Staff will provide a more thorough summary near the end of the year once estimates are finalized and local 2020 development information is compiled.
MEMORANDUM

TO: Altoona Plan Commission
FROM: Joshua Clements AICP, City Planner
DATE: August 13, 2020

Provided below for your consideration is a summary of the Plan Commission agenda items.

(VII) MISCELLANEOUS BUSINESS

ITEM 3 - Supplemental Materials

See Enclosed:

- APA Planning Advisory Service QuickNotes #54: The Value of Planning (2015)
- APA Planning Advisory Service QuickNotes #87: Biophilia (2020)

The audience for the enclosed APA QuickNotes #54 is both public officials and engaged citizens, and this edition summarizes some of the many benefits of community planning. “Communities that do not plan are often forced to deal with problems reactively. Perhaps more importantly, though, they are less likely to seize opportunities for transformative and positive change.”

QuickNotes #87 summarizes Biophilia (bio = life, living things; philia = love for), a concept that describes the innate human desire to connect with other living things and the natural environment. Multiple studies have shown that the connection to nature has numerous positive impacts on physical and mental health. Yet decades of urbanization and sedentary lifestyles have disconnected people from nature; we spend most of the day sitting indoors without easy access to green space.

While planners have long been aware of the benefits from nature exposure, most U.S. cities still lack an equitable and effective integration of nature, and nearly all places can do better. This dynamic resurfaced during the COVID-19 pandemic, when most people were forced to shelter in place in their nature-deprived neighborhoods. Many communities experienced tremendous increase in the use of
outdoor public spaces, including parks and trails of all types, often resulting in crowded conditions and calls for renewed attention and investment.

This edition of *PAS QuickNotes* emphasizes the importance of biophilia in planning and explains how planners can create biophilic cities and communities that provide equitable access to nature and green space design that offers an effective nature experience for all.
The Value of Planning

Everyone makes plans. Sometimes we plan to accomplish specific goals. Other times we plan to avoid otherwise negative outcomes. These are the same basic reasons why towns, cities, counties, and regions choose to plan. However, because community planning is, by definition, a collective effort requiring commitments of both time and financial resources, it makes sense to consider how that investment is likely to pay off. One way to think about the benefits of sound planning is through the “triple-bottom-line” lens of sustainability assessment. That is, communities invest in planning because it has social, economic, and environmental benefits, and these multidimensional benefits of planning typically far outweigh the costs of inaction.

Social Benefits

Planning encourages consensus on shared goals and priorities. While individuals can have conflicting values and priorities, in many communities there is general agreement about a wide range of issues and opportunities of public consequence. An authentic participatory planning process is crucial to identifying these areas of agreement and pursuing a shared vision for the future. Simply put, planning processes are designed to educate and inform all participants. And it is this educational basis that creates a sense of investment and increases the likelihood that communities will make meaningful progress toward shared goals.

Planning helps ensure that the costs and benefits of community growth and change are equitably distributed. For example, many communities have unmet demand for housing affordable to lower-income households in locations that are readily accessible to jobs, transit, and other desirable community amenities. Planning processes can help address this market failure by coordinating public and private efforts to provide housing choice, as well as equitable access to jobs, transportation, and other community services.

Planning promotes public health. Individual health depends on a variety of factors, including clean air and water, opportunities for physical activity, access to nutritious foods, and safe means of transportation. Community design has a significant impact on many of these factors. Planning processes help participants understand how conditions in the built environment affect public health and provide a forum to discuss potential changes to improve health outcomes for all members of the community.

Economic Benefits

Planning leads to better decisions about where and when to provide public infrastructure, facilities, and services. In most communities, a large percentage of local tax revenue goes toward constructing and maintaining infrastructure and facilities (such as roads, schools, and sewer and water systems) and providing basic services (such as police and fire protection and primary and secondary education). Some land uses contribute enough tax revenue to cover the costs of providing infrastructure and services, while others do not. Local and regional planning processes help residents, business owners, public officials, and other community stakeholders understand the fiscal implications of different types of development in different locations.

Planning sets the stage for job creation. Businesses need suitable space and a willing and able workforce to operate. In order to attract and retain employers, communities must first provide adequate space for nonresidential development, with access to infrastructure and services and enough capacity to accommodate new activity. Communities also need to either demonstrate that the local labor pool has skills and interests that align with an employer’s needs or that they are fostering the type of place that...
will attract skilled workers. Planning processes help communities understand if there is enough suitable space for commercial and industrial expansion and whether the local workforce is well matched to a particular industry or sector. Having a plan in place makes a town, city, county, or region more attractive to prospective businesses because they can see that the community has considered the needs of employers and workers.

Planning protects property values. Residents often buy homes in a specific location because they appreciate the character and amenities of the community. When community growth and change is not coordinated by a plan, home owners may feel the consequences acutely. For example, a quiet residential area may lose value if new industrial or intense commercial development is sited in close proximity. Similarly, residential subdivisions may be constructed and occupied before the new home owners realize a particular area is prone to flooding.

**Environmental Benefits**

Planning leads to better decisions about how and when to use natural resources. All communities have access to some types of natural resources (such as sunlight, forests, or mineral deposits) that confer benefits on users. However, choices about the methods and timing of resource development often have broad implications for community members that are not directly connected to the resource in question. Local and regional planning processes help residents, business owners, public officials, and other community stakeholders understand the environmental implications of consuming or conserving local natural resources.

Planning helps communities benefit from ecosystem services. All towns, cities, counties, and regions depend on natural ecosystems to provide clean air and a habitable climate. For example, trees and other forms of vegetation create oxygen, remove carbon dioxide, and filter pollutants from the air and provide shade to moderate temperature changes. Most communities also rely on natural systems for clean water. Planning processes help participants understand the cost savings associated with the services provided by ecosystems and evaluate the potential for maximizing the benefits of those services by conserving or expanding renewable resources.

Planning enhances community resilience to natural hazards and a changing climate. Some locations and some types of development are more vulnerable than others to damage and destruction caused by natural disasters, extreme weather events, or climate change. The concept of resilience describes a community’s ability to absorb these types of shocks with minimal disruption. Having a plan in place increases the likelihood that a community will be able to steer new development away from high-hazard areas and mitigate potentially harmful effects of a changing climate.

**Summary**

Communities that do not plan are often forced to deal with problems reactively. Perhaps more importantly, though, they are less likely to seize opportunities for transformative and positive change. This is not to say that community planning is akin to having a crystal ball; there will always be unexpected challenges and unanticipated outcomes. Rather, the key point is that plans based on the best available information and the most inclusive processes will confer economic, environmental, and social benefits that far outweigh the investment of resources in the planning process.

---

PAS QuickNotes (ISSN 2169-1940) is a publication of the American Planning Association’s Planning Advisory Service (PAS). © 2013 by the American Planning Association. All rights reserved. No part of this publication may be reproduced or utilized in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without permission in writing. Visit PAS online at www.planning.org/pas to find out how PAS can work for you. American Planning Association staff: James M. Drinan, AICP, Executive Director; David Rouse, AICP, Managing Director of Research and Advisory Services; David Morley, AICP, and Anna Read, AICP, QuickNotes Editors; Julie Von Bergen, AICP, Assistant Editor; Susan Deegan, Senior Graphic Designer.

---

FURTHER READING

1. **Published by the American Planning Association**

2. **Other Resources**
Biophilia

Biophilia (bio = life, living things; philia = love for) describes the innate human desire to connect with other living things and the natural environment. Multiple studies have shown that the connection to nature has numerous positive impacts on physical and mental health. Yet decades of urbanization and sedentary lifestyles have disconnected people from nature; we spend most of the day sitting indoors without easy access to green space. While planners have long been aware of the benefits from nature exposure, most U.S. cities still lack an equitable and effective integration of nature. This issue resurfaced during the COVID-19 pandemic, when people were forced to shelter in place in their nature-deprived neighborhoods—a stark reminder of the importance of biophilia in the work of planners and officials.

BACKGROUND

The term “biophilia” was coined by German-American psychologist Erich Fromm, who defined it in 1973 as “the passionate love of life and of all that is alive.” Later it was popularized by Harvard biologist Edward O. Wilson, who together with Stephen R. Kellert, a social ecologist at Yale, elaborated the Biophilia Hypothesis in 1993, applying biophilia to different disciplines such as architecture (biophilic design) and health care and related health benefits from nature integration.

Today’s increasingly urbanizing world has forced many people into lifestyles that don’t include daily contact with nature. This “nature deficit” has been identified as a cause of multiple chronic diseases (e.g., obesity, depression, anxiety, among others) as well as societal challenges often related to mental disorders, such as violence, crime, or homelessness. While implementing nature-based solutions in cities for green infrastructure purposes such as stormwater and microclimate management are common practices in planning nowadays, U.S. cities still lack an equitable integration of nature for people to tackle societal challenges such as inequality, crime, and public health. An equitable distribution of green space as well as considerations of different needs of various population groups (e.g., women experience safety in parks differently than men) is imperative when planning for biophilic cities.

NATURE AND THE HUMAN MIND

Exposure to nature has proven to reduce stress (Stress Reduction Theory) and to improve cognitive function (Attention Restoration Theory). Both theories have been used as foundations for multiple studies that have shown positive effects of nature exposure on the human mind and related improvements of physical health, mental health, change of behaviors and attitudes, and increase in cognitive function and related productivity. Examples include accelerated recovery from surgeries and cancer treatments; decreases in depression and anxiety levels; and reduction of mental fatigue, aggression, and related violence and crime. Increased connection to nature can furthermore enhance the social cohesion in a community, support more active and sustainable lifestyles, and increase commitment to conservation.

The extent of nature seems to play a minor role (ranging from the view of a single tree outside a hospital window to a walk in a park) but proximity is key. One major park in the city center is less effective than smaller elements of nature evenly distributed across the city. Fascination and the enjoyment of being distracted by nature (non-directed attention) is another important factor to achieve a restorative experience. The fractal patterns and complexity we can find in nature make it fascinating to our senses. Studies in hospitals and prisons found that even photos or paintings of nature have positive effects on the recovery of patients and reduce aggression among inmates. However, biophilia is a multisensory experience that also includes hearing (e.g., listening to birds), touch (e.g., walking barefoot on grass), and smell (e.g., the smell of a warm summer rain).
NATURE FOR ALL—PROXIMITY, ACCESSIBILITY, AND COMFORT

For a successful application of biophilia in planning, three factors are key: proximity, accessibility, and comfort. It is important to ensure an equitable distribution of greenery across the city to provide proximity and daily exposure to nature for all. Additionally, equitable design of green space is important to provide accessibility for all and to ensure everyone can be comfortable when experiencing nature.

Today, most green space in U.S. cities is located in white, higher-income neighborhoods. At the same time, low-income neighborhoods and communities of color suffer the most from chronic illnesses and higher crime rates. But simply adding a park to a neighborhood can increase real-estate values and lead to gentrification and displacement. Therefore, equitable community engagement is imperative to ensure the community’s needs are understood and an integral part of the process. Planners can use GIS tools and geodesign to locate nature-deprived communities, analyze stakeholders and their various needs, and create an equitable distribution of nature.

Furthermore, different population groups experience nature and green space differently. These differences in nature experience can be based on gender, race, culture, age, ability, and other factors. For example, teenaged girls tend to prefer spending their time in more confined, intimate spaces, while boys are comfortable playing in wide open unprotected spaces. Understanding different needs is key in designing green space so everyone can feel comfortable and safe in nature, which is crucial for people to fully experience biophilia and the positive effects of nature.

BIOPHILIC CITIES AND COMMUNITIES

A biophilic city is one in which people can have daily contact with nature, with the city’s design and fabric actively and equitably encouraging all its citizens to connect with the outdoors. Planners have a variety of tools they can use to integrate nature at different scales (from the single building to an entire city or region), addressing different nature elements (from river systems and regional ecological networks to neighborhood parks, green roofs, or balconies).

Many of these tools already address green space in some way; however, more considerations of equitable design and distribution are needed. Starting with community visioning and goal setting, the integration of nature should be a top priority for planning, designing, and operating a city. Nature is not just a landscape design element; it can be the solution to many challenges cities are facing. Comprehensive plans can help create holistic concepts of nature integration and can include a local biodiversity strategy emphasizing proximity, access, and comfort. Functional plans can serve as connectors to other systems where nature can play an important role (e.g., transportation, stormwater management). Zoning codes and design regulations need to allow for an integration of different types of nature elements, including natural wilderness elements and urban agriculture. Through more targeted and inclusive public engagement, guidelines for different user needs can be developed, and standards must be amended accordingly. Funding mechanisms such as grants and loans as well as public-private partnerships with the beneficiaries of nature benefits (e.g., health insurance companies) can make nature integration affordable for all.

CONCLUSIONS

Nature is a key ingredient for public health, well-being, and quality of life; it should be an essential, not a luxury. Everyone should be surrounded by nature and experience it throughout the day every day, not just periodically on the weekends or during vacations. Even though there have been many initiatives to increase urban nature in the U.S., the COVID-19 pandemic has highlighted the ongoing need to create more spaces for people to recover and restore. Proximity to nature and equitable design of green space are crucial so everyone can discover, experience, and take advantage of their own biophilia.

FURTHER READING

Published by the American Planning Association


Other Resources


Vienna (Austria), City of. 2013. Gender Mainstreaming in Urban Planning and Urban Development.

MEMORANDUM

TO: Plan Commission Members

FROM: Joshua Clements AICP, City Planner & Zoning Administrator

SUBJECT: 2020 August 18, 2020 Plan Commission Meeting Items

Provided below for your consideration is a summary of the 2020 August 18 Plan Commission Meeting agenda items.

(VII) MISCELLANEOUS BUSINESS AND COMMUNICATIONS

ITEM 4 - 2021 Capital Budget

As you know, City Staff is preparing the 2021 annual budget. The first budget meeting was held on August 13th prior to the City Council meeting. The initial proposed capital budget (CIP) as assembled by staff was presented. Staff is working on getting some preliminary estimates of projects budgets from comparable projects, and the budget request may be updated based upon these findings.

Items most relevant to planning functions included in the proposed CIP include:

Comprehensive Plan
This budget is intended to provide financial resources to engage consultants and potentially acquire additional materials to complete a new comprehensive plan. Staff time in managing current development projects and city-initiated projects has prevented time to focus on this very large and critical project. Consultants would collaborate with WCWRPC in mapping and scenario planning activities they have already completed and have under contract to support. Depending upon timing, we may be able to begin this project yet this calendar year.

Volkman Property Concept Plan
This budget is indeed to provide resources to engage design professionals to create preliminary development concepts for the 83 acres purchased by the City near County Highway SS and Highway 12, and adjacent properties. This plan is intended to provide land use options for Council to arrive at development scenarios. This plan is intended to be utilized in the subsequent year (2022) to create precise plans for all or part of the property.

Windsor Forest Cluster Neighborhood Plan
Creating a concept plan for property owned by the City located generally between Nottingham Way and Saxonwood Drive. Staff is currently pursuing an opportunity for a UW-Madison Landscape Architecture Capstone Project to complete in initial vision. This budget is intended to
either take that student vision into a format appropriate for seeking development of the property, or begin from staff input.

Potential Additional Projects:

Climate Action Plan

Urban Forestry Assessment / Strategic Plan / Management Plan

Additional Items:

The 2021 budget includes funding to implement an electronic municipal code platform for improved access, searching, and updating.

The City is in discussion with WCWRPC to complete; (1) Update the City-wide Official Map; (2) Complete a Bicycle & Pedestrian Implementation Plan (building on the current staff-led effort), including a Safe Routes to Parks component.