AGENDA FOR REGULAR COUNCIL MEETING ON THURSDAY, NOVEMBER 5, 2020
6:00 P.M.

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

You may join the November 5 meeting from your computer, tablet or smartphone via
WEBSITE: https://zoom.us/join
WEBINAR ID: 828 0027 9501
WEBINAR PASSWORD: 658470

Or you can also dial in using your phone.
CALL IN PHONE NUMBER: 1-312-626-6799
WEBINAR ID: 828 0027 9501
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To make a public comment Raise your hand by pressing *9 on your telephone keypad. You will be called upon in the order received.

I. Call Meeting to Order.
II. Pledge of Allegiance.
III. Roll Call for Council Persons/Roll Call for Department Heads.
IV. Citizens Participation Period. (No more than twenty minutes unless extended by two-thirds vote.)
V. Discuss/consider approval of minutes of the October 22, 2020 Regular Council Meeting.
VI. REPORTS
   A. City Officers/Department Heads
   B. City Committees
To ZOOM Information>>

VII. CONSENT AGENDA
To Minutes>>

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS
   1. Discuss/consider approval of Resolution 11A-20, A Resolution Authorizing the issuance and Sale of $2,485,000 General Obligation Promissory Notes, Series 2020A. (moved from 9/24/20 mtg) To Summary and Materials>>

3. Discuss/consider approval of Preliminary Plat - Condominium Instrument for River Prairie Townhomes located on Lake Road. (Public hearings at the September 8th & 22nd, 2020 Plan Commission Meetings).

4. Discuss/consider approval of Development Agreement for River Prairie Townhomes located on Lake Road. (Public hearings at the September 8th & 22nd, 2020 Plan Commission Meetings).

5. Public Hearing at 6:05pm or as soon thereafter is practicable regarding Ordinance 11A-20, an ordinance amending Title 19 “Zoning” of Altoona Municipal Code, Section 19.56.070 “Fences and Walls” regarding fences on unsewered property. (Discussed at the October 27th Plan Commission meeting).


7. Public Hearing at 6:10 pm or as soon thereafter is practicable regarding a Certified Survey Map for “Finland Flats”, parcels #20110360200 and #20110360100. (Discussed at the October 27 Plan Commission meeting).

8. Discuss/consider approval of a Certified Survey Map for “Finland Flats” as described in Item 7.

9. Discuss/consider Resolution 11B-20, a Resolution declaring property as “blighted area” for 211 and 213 Division Street.

10. Discuss/consider a contract amendment for engineering services for the Well #8 Test Well project.

11. Discuss/consider a contract for a water system evaluation.
See Addendum On The Next Page!

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

IX. MISCELLANEOUS BUSINESS AND COMMUNICATIONS
X. ADJOURNMENT

Cindy Bauer
City Clerk

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

Speak Your Peace: The Civility Project

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

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

###
November 2, 2020

TO MAYOR AND COUNCIL MEMBERS:

The following is an Addendum to the City Council Agenda of November 5, 2020 to be held at 6:00 p.m. on Zoom Teleconference/Video Conference.

ADDENDUM I

IX. NEW BUSINESS

12. Discuss/consider Altoona Youth Hockey Association 2020 operational policies.

13. Discuss/consider convening in closed session pursuant to the following Wis. Stats:

A. 19.85 (1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
   1. Purchase and/or sale of property.
   2. Sewer Rates

3. WPPA Union Contract

B. 19.85 (1)(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.
   1. Team Care Issue

Cindy Bauer
City Clerk

To Materials>>
ZOOM INSTRUCTION GUIDE

WEBSITE and TELEPHONE

DUE TO CORONAVIRUS COVID-19 RESIDENTS ARE ENCOURAGED TO ATTEND THE BUDGET COMMITTEE AND CITY COUNCIL MEETING VIA THE APPLICATION, ZOOM UNTIL FURTHER NOTICE.

ZOOM MEETING INFORMATION:
WEBSITE: https://zoom.us/join
MEETING ID: 828 0027 9501
Webinar Password: 658470

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: 828 0027 9501
3. Enter webinar password: 658470# 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)

   ![Join a Meeting](image)
   
   **Enter Meeting ID:** 828 0027 9501

   ![Open Zoom](image)
   
   Please click **Open Zoom Meetings** if you see the system dialog.

   If nothing prompts from browser, **click here** to launch the meeting, or **download & run Zoom**.
Enter meeting ID:
828 0027 9501

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

Join Meeting

828 0027 9501

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: 658470
Choose ONE of the audio conference options

- **Computer Audio**
  - Join with Computer Audio
    - Failed to detect your microphone. Please make sure your microphone is properly connected.
    - Test Speaker and Microphone
  - Automatically join audio by computer when joining a meeting

- **Phone Call**
  - Dial: 1-312-626-6799
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  - Meeting Password: 658470

CLICK HERE

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

SEE WEBSITE LINKS BELOW FOR MORE TUTORIALS

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

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

https://www.youtube.com/embed/vFhAEoCF7jg?rel=0&autoplay=1&cc_load_policy=1
(I) Call Meeting to Order
Mayor Brendan Pratt called the meeting to order at 6:00 p.m. The Regular Council Meeting was held via Zoom Teleconference/Video conference due to Coronavirus COVID-19.

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

(III) Roll Call
City Clerk Cindy Bauer called the roll. Mayor Brendan Pratt, Council Members Dale Stuber, Timothy Lima, Maria Guzman, Matt Biren, Tim Sexton, and Susan Rowe were present. Also Present: City Attorney John Behling, City Administrator Michael Golat, City Planner Joshua Clements, Management Analyst Roy Atkinson, Police Chief Kelly Bakken and City Clerk Cindy Bauer.

(IV) Citizen Participation Period
Paul Johnson, 164 Lake Road, Altoona, was present for the No-Wake Ordinance and commented on the Lake Road Condo Project.
Motion by Biren/Sexton to close the Citizen Participation Period. Motion carried.

(V) Approval of minutes.
Motion by Lima/Stuber to approve the minutes of the October 8, 2020 Regular Council Meeting. Motion carried.

(VI) City Officers/Department Heads Report
City Administrator Golat commented on the Space Needs Analysis Study and interviews with Staff.
Golat also updated the Council regarding the most recent COVID-19 Order.
Police Chief Bakken updated the Council on trainings within the Altoona Police Department. Bakken reported the calls for service at the Altoona Police Department were slightly down compared to 2019 (2659 in 2019 and 2,533 in 2020.)

City Committee Reports – None.

(VII) Consent Agenda
1. Discuss/Consider Development Agreement between the City and RyKey Properties for “Spooner Avenue Apartments II”.
2. Discuss/Consider Development Agreement between the City and Finland Holding Group for “Finland Flats”.

Motion by Stuber/Biren to approve both items listed on the consent agenda. Motion carried.

(VIII) Unfinished Business – None.

(IX) New Business
(1) Presentation by the Sculpture Tour of Eau Claire with possible action to follow.
City Administrator Golat explained that Julie Pangallo, Executive Director of the Sculpture Tour of Eau Claire, recently reached out to City staff to determine the City’s interest in being a participant in the annual Sculpture Tour; Julie Pangallo was present at the Council meeting to make a presentation regarding the Tour. Participating in the tour which would require an annual $2,500 investment per sculpture by the City. The City...
would also be required to provide pedestals where the sculptures could be installed. The Sculpture Tour of Eau Claire would handle procurement and installation of the sculptures as well as marketing of the sculpture tour. There are three existing pedestals for sculptures at the headwaters of Prairie Creek in River Prairie Park; they are all at-grade pedestals and may need to be modified depending on the size and scale of any sculpture.

City Administrator Golat noted another option, if the City wants sculptures in River Prairie Park or elsewhere, would be to have the City buy sculptures each year, rather than rent the sculptures through the Sculpture tour. Council members were provided a brochure featuring each sculpture in the 2020 tour along with pricing for each sculpture. Golat was seeking direction from Council on this matter.

No action: staff will bring back additional information at a future meeting regarding where the funding for this project could come from.

(IX)(2) Discuss/consider awarding of Contract for 10th Street Recreation Center Audio and Video Technology.

City Administrator Golat explained the spreadsheet that summarizes proposals received for the technology work required for the new 10th Street Recreation Center, including door security, security cameras, network cabling, phone service, video system, audio system and a streaming camera. Golat said the City received five design/build proposals. Each proposer provided a proposal for the portions of the project they could complete. Golat noted that Goodland Communications was the only contactor to provide a bid for every required part of the project. Staff is recommending that the City contract with Goodland to complete all aspects of the project even though they were not the lowest bidder for every portion of the work for the following reasons:

1. There is great value in having one company complete all the work so that there is no argument about who is responsible for a specific portion of the work. This lesson was learned the hard way with the River Prairie Center Project.
2. Hiring Goodland would provide the City with another vendor equipped to troubleshoot and repair any issues that may arise with the City’s Verkada security system. Also, response time should be very quick given that Goodland is an Altoona Company. While Five Star has been great to work with, I believe there is value in having more than one contractor to call when we have a problem with the camera system.
3. While the audio system proposed by Decisive Solutions is much less expensive than the one proposed by Goodland, staff believes the functionality that the Goodland system will provide is superior to that of the Decisive Solutions system as proposed.
4. The Goodland proposal is very close to the Five Star proposal for both security cameras and access control.
5. It is my understanding that the TVs proposed by Goodland are of a higher quality, with better longevity and functionality, than the ones proposed by Decisive Solutions. Goodland can provide less expensive TVs if we want them.

Representatives from Goodland Communications was present to answer any questions Council Members had regarding their bid.

Motion by Biren/Rowe to approve the contract for technology installation for the new 10th Street Recreation Center with Goodland Communications for the estimated price of $70,203.92. Lima against. Motion carried 5-1.

(IX)(3) Discuss/consider rental agreement with the Altoona Historical Society regarding occupancy of the existing 10th Street Recreation Center located at 2023 9th Street, Altoona, WI 54720

City Administrator Golat explained that the Altoona Historical Society has expressed interest in occupying the existing 10th Street Recreation Center after the new Recreation Building is constructed. Council subsequently directed staff to prepare a lease agreement between the City and the Altoona Historical Society.
(AHS) for consideration. Attached for your review and consideration is the requested lease.

Highlights of the lease agreement include:

- AHS shall lease the entire building with the exception of the garage used by High School Tennis; this includes the sidewalks around the building.
- AHS shall maintain the building in good condition
- AHS shall pay $1 per year for rent; the term of the lease shall be five years.
- AHS shall keep in force property and liability insurance as specified in the lease and shall name the City as additional insured.
- AHS shall be responsible for snow removal on the sidewalks serving the property.
- AHS shall pay all utility bills for the property.
- AHS shall indemnify and hold the City harmless for any claims resulting from use of the building.

Don Winrich of the Altoona Historical Society was present to answer any questions Council Members had regarding the Lease Agreement.

Motion by Sexton/Lima to approve the Lease Agreement between the City and Altoona Historical Society for occupancy of the 10th Street Recreation Center located at 2023 9th Street, Altoona, WI 54720. Motion carried.

(IX)(4) Discuss/consider approval of Ordinance 10A-20, an Ordinance amending Chapter 9.18 creating provisions for a no-wake zone on Lake Altoona.

Police Chief Bakken explained that the Lake Altoona District approached the city regarding a slow no wake ordinance for two locations on Lake Altoona. Their request was for a slow no wake restriction where the lake flows into the river near the Dam and the river delta where the river feeds into the lake. The Lake Altoona District has agreed to purchase the slow no wake markers and will place the markers each year.

Police Chief Bakken mentioned that staff has looked at the area and consulted with the DNR Recreation Warden regarding the slow no wake locations. The area near the dam is about 307’ wide and narrower in some locations, wave runners are already prohibited by state statute to create a wake in this area and boats only have about 100’ to create wake. The depth of the lake is changing frequently in the river delta where the river flows into the lake creating a potential hazard for boats traveling at a high rate of speed. After considering the width of the river and the depth of the river, staff is recommending an ordinance for a slow no wake zone where the river delta feeds into the lake up to the highline and the area where the lake flows into the river near the dam.

Paul Johnson of the Altoona Lake District was present to answer any questions Council Members had regarding the Ordinance. Johnson noted that the Town of Washington and the Town of Seymour had approved similar ordinances recently.

Motion by Sexton/Lima to approve Ordinance 10A-20, an Ordinance amending Chapter 9.18 creating provisions for a no-wake zone on Lake Altoona subject to final approval by the DNR. Motion carried.

(IX)(5) Discuss/Consider Development Agreement between the City and River Ridge LLC for “River Ridge Townhomes”.

City Planner Clements referred to the Development Agreement: River Ridge Townhomes. Clements explained that the Specific Implementation Plan for River Ridge Townhomes was approved by the City Council on August 27th, 2020. The Plan illustrates 99 dwelling units and associated parking and site improvements for the 4.94-acre property located immediately west of Woodman’s Market on Woodman Drive. The Development Agreement is an implementation device that binds the Developer to construction of and/or modification to existing public infrastructure, and other associated agreements. Provision of a performance guarantee is included to ensure the covered improvements are completed to City standards. In this case, the Developer is to extend water and sewer through the site.
City Planner Clements said that following approval, the Developer has continued to work through financing and related details of the project. The Developer is requesting that the City construct the bus shelter proposed for the existing bus stop, with the Developer to maintain and clear snow (as included in the Development Agreement). The City is soliciting quotes for shelters similar to the existing shelter Northwest Quadrant, with materials and finishes that are contextual for this context. This is the most used bus stop in Altoona, and adding the shelter is expected to further increase use, and size would be considered appropriated. If approved, a proposed shelter, budget, and budget amendment will be presented at a future meeting.

Motion by Lima/Rowe to approve the development agreement between the City of Altoona and River Ridge LLC for River Ridge Apartments and authorize the Mayor to sign subject to provision of the performance guarantee and final approval of the civil plan. **Motion carried.**


Motion by Stuber/Lima to convene in closed session at 7:13 p.m. pursuant to Wis. Stats. 19.85 (1)(e) 1. Purchase and/or sale of property and Wis. Stats 19.85 (1)(g) 1. Altoona Youth Hockey Association Lease Agreement and 2. Lake Road Condominium Project. Roll call vote, 6-ayes, Stuber, Lima, Guzman, Biren, Sexton, Rowe, 0-nays. **Motion carried 6-0.**

(IX)(7) Motion to reconvene to Open Session.

Motion by Biren/Lima to reconvene in open session at 9:00 p.m. Roll call vote, 6-ayes, Guzman, Sexton, Stuber, Rowe, Biren, Lima, 0-nays. **Motion carried 6-0.**

City Administrator Golat commented on items discussed in Closed Session. None of which required action.
1. Hockey Association Board to come up with a plan to present to City Council assuring the safety standards.
2. Related to acquisition of property at 211 and 213 Division Street. No action reported out.
3. Related to the Lake Road Condominium Project. This item will be moving forward with consideration of preliminary plat at the Nov. 5 Council Meeting.

(X) Miscellaneous Business and Communication.

(XI) Adjournment.

Motion by Lima/Rowe to adjourn at 9:01 p.m. **Motion carried.**

Minutes submitted by Cindy Bauer, City Clerk
MEMORANDUM

TO:      Altoona City Council

FROM:    Michael Golat, City Administrator

SUBJECT: Summary of THURSDAY, November 5 Council Meeting Items

Provided below for your consideration is a summary of the THURSDAY, November 5 Council Meeting agenda items.

(VII) CONSENT AGENDA

(VIII) UNFINISHED BUSINESS

(IX) NEW BUSINESS

ITEM 1 - Discuss/consider approval of Resolution 11A-20, A Resolution Authorizing the issuance and Sale of $2,485,000 General Obligation Promissory Notes, Series 2020A. (moved from 9/24/20 mtg)

Attached for your consideration is Resolution 11A-20. The resolution accepts the best bid for the general obligation Promissory Notes, Series 2020A and secures the proposed terms for closing on the notes. The Notes are being issued to provide financing for the general fund 2020 capital projects and to refund certain obligations of the City.

Suggested motion: I move to approve/not approve Resolution 11A-20 a resolution authorizing the issuance and sale of a $2,485,000 general obligation promissory note, series 2020A.

ITEM 2 - Quarterly Tourism Report presented by Visit Eau Claire.

As you may be aware, Visit Eau Claire is Altoona’s contracted tourism promotion agency. In order to detail tourism marketing efforts in Altoona, Visit Eau Claire will continue providing quarterly updates to the council.

Benny Anderson, Interim Executive Director of Visit Eau Claire, will be present at the meeting to discuss tourism marketing in Altoona.
ITEM 3- Discuss/consider approval of Preliminary Plat - Condominium Instrument for River Prairie Townhome Condominium located on Lake Road. (Public hearings at the September 8th & 22nd, 2020 Plan Commission Meetings).

See Enclosed:
- Proposed Condominium Instrument for River Prairie Townhomes
- Proposed Declaration of Covenants and Restrictions for River Prairie Townhome Condominium
- Proposed By-laws of the River Prairie Townhome Condominium Owner Association
- Preliminary Plat Public Notice (2020-0909)
- City Attorney Behling Memo RE: Plat Review & Approval (2020-1021)
- City Planner Clements Memo RE: Plat Review Standards (2020-1023)

The proposed Condominium Instrument creates individual tax parcels for the dwellings plus common property associated with the approved River Prairie Townhomes. As you may recall, the combined General Implementation Plan and Specific Implementation Plan was unanimously approved by the Council on August 27th.

The public hearing was held before the Plan Commission on September 8th and again on September 22. The Plan Commission recommended approval 5-1 at the September 8th meeting.

As outlined in the Memos from City Attorney Behling and City Planner Clements, the criteria for review of a plat are the (a) land use entitlement (specific implementation plan, approved); and (b) local and state technical standards applicable to plats. Staff has determined the proposed condominium plat satisfies these criteria.

Suggested Motion: I move to approve/not approve the Preliminary Plat for River Prairie Townhome Condominiums.
ITEM 4 - Discuss/Consider approval of a Development Agreement for River Prairie Townhome Condominiums.

See Enclosed:
- Proposed Development Agreement, River Prairie Townhome Condominiums

Enclosed is the proposed Development Agreement between the City and Developer providing standards, requirements and assurance for modification to or construction of public infrastructure and related provisions relating to the development. For this project, the agreement covers extension of sewer and water, and restoration to roadway and trail sections impacted by construction.

Suggested Motion: I move to approve / not approve the and Development Agreement for River Prairie Townhome Condominiums, and authorize the Mayor to sign upon provision of the development guarantee.

ITEM 5 - Public Hearing at 6:05pm or as soon thereafter is practicable regarding Ordinance 11A-20, an Ordinance amending Title 19 “Zoning” of Altoona Municipal Code, Section 19.56.070 “Fences and Walls” regarding fences on unsewered property, (Discussed at the October 27th Plan Commission meeting)

See Enclosed:
- Proposed Ordinance 11A-20

The Plan Commission discussed modifications to the fence standards for unsewered properties during the October 8th meeting, and directed staff to generate ordinance language to consider. During the October 27th meeting the Plan Commission voted 6-1 to recommend disapproval of Ordinance 11A-20.

Presently, on residential properties, fences in front and street side yards may be no greater than three feet in height, and 50% open. Screening fences up to eight feet in height are permitted in interior side and rear yards. The purpose “is to provide for the coordination of design and location of fences and walls to maximize the positive interrelationship of building and public street, maintain visual access and security due to lines of sight” by controlling the character of fences between the building and the street, while allowing screened outdoor space to the side and rear. There are an unknown number of non-conforming fences that were installed prior to 2005 when the current front-yard fence standards were adopted.
The proposed modifications create three tests to regarding placement of fences greater than three feet in height on properties improved with a home with on-site septic system:

- Not less than 10 feet from the right-of-way;
- Not less than 30 feet from the pavement edge of the existing roadway.

These tests are intended to maintain sightlines for motorists and trail users and reasonably avoid disruption to the fence should improvements within the right-of-way cause disruption within the first few feet of property. All other standards apply, including corner vision triangle applied to driveways. The minimum 10 foot setback is consistent with standards for fences considered as conditional uses for residential properties across a public right-of-way from industrially-zoned property.

These properties, by their nature, are large parcels. Most are along Lake, South Beach, Moonlight, and East Willson Drive. However, Hillside Drive, accessed from 10th Street West, also features at least 11 unsewered lots.

The rationale discussed at the October 8th meeting regarding visual access and continuity between homes and their front yards and the public way may be reasonable. However, fences do not obstruct septic fields in a manner that homes or pavement.

The proposed modification to the code would create a new “subclass” of properties enabling an improvement not permitted to properties elsewhere in the City. These properties are already very large and generally not constrained with regard to space. The preference and rationalization expressed for allowing the location of fences could be attempted by property owners elsewhere in the City expressing desire for a privacy fence in part or all of their lot. The perception may be created that this change creates a new privilege to owners of what are high-value and desirable properties not available to the rest of city residents.

**Suggested Motion:** I move to close the public hearing.

**ITEM 6- Discuss/Consider approval of Ordinance 11A-20, an Ordinance amending Title 19 “Zoning” of the Altoona Municipal Code, Section 19.56.070 “Fences and Walls”**

See ITEM 5 for materials and summary.

**Suggested Motion:** I move to approve / not approve Ordinance 11A-20.
ITEM 7 - Public Hearing at 6:10 pm or as soon thereafter is practicable regarding a Certified Survey Map for “Finland Flats”, parcels #20110360200 and #20110360100. (Discussed at the October 27th Plan Commission meeting)

See Enclosed:
- Proposed CSM: Finland Flats (Revised)

As you may recall, a CSM for Finland Flats, approximately 17.1 acres located at the SW corner of Highway 12 and Mayer Road, was approved on January 23rd as a three-lot land division with dedication of public right-of-way. The original CSM was not recorded due to feedback and ongoing work with the County and completion of the final civil plan. Since that time, the owner has secured interest in a portion of the property and is seeking to add an additional lot. The alignment of City right-of-way is the same as the original.

Changes since previous:
- Four Lot CSM (instead of 3)
- Minor modifications along Mayer Road due to existing County infrastructure.
- Creation of utility and trail easement along Mayer Road

Suggested Motion: I move to close the public hearing.

ITEM 8 - Discuss/consider approval of a Certified Survey Map for “Finland Flats” as described in Item 7.

See ITEM 7 for materials and summary.

Suggested Motion: I move to approve/not approve the CSM for Finland Flats

ITEM 9 - Discuss/consider Resolution 11B-20, a Resolution declaring property as “blighted area” for 211 and 213 Division Street.

See Enclosed:
- Resolution 11B-20
- DNR Email 2020-1026 Environmental Liability Exemption

City staff have completed tours and assessments of 211 and 213 Division Street, comprising five tax parcels totalling approximately 0.52 acres. This assessment included a Phase I Environmental Assessment and building inspections. The findings include conditions that meet the definition of “blighted area” of WI Stats. Sec. 66.1331(3)(a).
The City has the opportunity to acquire the property for the purposes of blight elimination, consistent with Statue. In order to proceed within the environmental liability exemption available to local governments, the Council must pass a resolution confirming and accepting the findings of blighted area.

**Suggested Motion:** I move to approve / not approve Resolution 11B-20 declaring blighted area.

**ITEM 10 - Discuss/consider a contract amendment for engineering services for the Well #8 Test Well project.**

The original contract for engineering services for the test well for Well #8 was awarded to MSA Professional Services. That contract included engineering services for one test well. As stated previously, the results for the first well were not favorable for use as a final well. As a result, the next step will be to drill a test well as an additional location denoted in the Well Site Investigation Report. The attached contract amendment includes the engineering effort for the next test well site, at a cost of $16,500. A copy of the amendment is attached.

**Suggested Motion:** I move to approve / not approve the contract amendment with MSA Professional Services in the amount of $16,500.

**ITEM 11 - Discuss/consider a contract for a water system evaluation.**

In light of Altoona’s strong growth, Public Works identified the need for future planning for our water system. A system study will evaluate existing water consumption and future projections, and will help identify when the next well and/or water tower will be needed to keep pace with growth. The study and companion model will also model system pressure and impact of future development, identify needs for system looping, etc. Staff recommends that the City award a contract to MSA Professional Services, as they are currently in possession of system records and are actively working on the Well #8 development. A copy of the proposed contract is attached for your review.

**Suggested Motion:** I move to approve / not approve a contract with MSA Professional Services for the water system study in the amount of $22,000.

**ITEM 12 - Discuss/consider Altoona Youth Hockey Association 2020 operational policies.**

See attachments for more information.

**Suggested motion:** I move to approve / not approve Altoona Youth Hockey Association 2020 operational policies.
MEMORANDUM

TO:        Altoona City Council
FROM:      Michael Golat, City Administrator
SUBJECT:   Summary of THURSDAY, November 5 Council Meeting Items

Provided below for your consideration is a summary of the THURSDAY, November 5 Council Meeting agenda items.

(IX) NEW BUSINESS

ITEM 1 - Discuss/consider approval of Resolution 11A-20, A Resolution Authorizing the issuance and Sale of $2,485,000 General Obligation Promissory Notes, Series 2020A. (moved from 9/24/20 mtg)

Attached for your consideration is Resolution 11A-20. The resolution accepts the best bid for the general obligation Promissory Notes, Series 2020A and secures the proposed terms for closing on the notes. The Notes are being issued to provide financing for the general fund 2020 capital projects and to refund certain obligations of the City.

Suggested motion: I move to approve/not approve Resolution 11A-20 a resolution authorizing the issuance and sale of a $2,485,000 general obligation promissory note, series 2020A.
RESOLUTION NO. 11A-20A

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE
OF $2,485,000 GENERAL OBLIGATION PROMISSORY
NOTES, SERIES 2020A

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Altoona, Eau Claire County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of: (a) 2020 street improvement and other capital improvement projects, such as city hall projects, police equipment, park projects and equipment, EMS building improvements, fire equipment, and public works equipment and projects (the "Project") and (b) refunding the 2021 through 2023 maturities of the General Obligation Promissory Notes, Series 2013A, dated September 3, 2013 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of achieving debt service savings;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes and to refinance its outstanding obligations;

WHEREAS, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell general obligation promissory notes (the "Notes") to pay the cost of the Project and the Refunding;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on November 5, 2020;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale on November 5, 2020;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.
NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project and the Refunding, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TWO MILLION FOUR HUNDRED EIGHTY-FIVE THOUSAND DOLLARS ($2,485,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2020A"; shall be issued in the aggregate principal amount of $2,485,000; shall be dated November 24, 2020; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on November 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2021. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 2A. Designation of Maturities. For purposes of State law, the Notes are designated as being issued to pay and discharge the debts incurred by the City through the issuance of the Refunded Obligations and debts refunded by the Refunded Obligations in the order in which those debts were incurred, so that the Notes of the earliest maturities are considered to be issued to discharge the debts which were incurred first.

Section 3. Redemption Provisions. The Notes maturing on November 1, 2027 and thereafter are subject to redemption prior to maturity, at the option of the City, on November 1, 2026 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.
If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the City shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2020 through 2029 for the payments due in the years 2021 through 2030 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.


(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2020A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be
deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the
time of delivery of and payment for the Notes; (ii) any premium not used for the Refunding
which may be received by the City above the par value of the Notes and accrued interest thereon;
(iii) all money raised by the taxes herein levied and any amounts appropriated for the specific
purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may
be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus
monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may
be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service
Fund Account and appropriated for any purpose other than the payment of principal of and
interest on the Notes until all such principal and interest has been paid in full and the Notes
canceled; provided (i) the funds to provide for each payment of principal of and interest on the
Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be
invested in direct obligations of the United States of America maturing in time to make such
payments when they are due or in other investments permitted by law; and (ii) any funds over
and above the amount of such principal and interest payments on the Notes may be used to
reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing
the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted
municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted
Investments"), which investments shall continue to be a part of the Debt Service Fund Account.
Any investment of the Debt Service Fund Account shall at all times conform with the provisions
of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury
Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and
canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service
Fund Account shall be transferred and deposited in the general fund of the City, unless the
Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of
the Notes (the "Note Proceeds") (other than any premium not used for the Refunding and accrued
interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund
Account created above) shall be deposited into a special fund (the "Borrowed Money Fund")
separate and distinct from all other funds of the City and disbursed solely for the purpose or
purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily
invested in Permitted Investments. Any monies, including any income from Permitted
Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the
Notes have been issued have been accomplished, and, at any time, any monies as are not needed
and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the
Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be
Permitted Investments, but no such investment shall be made in such a manner as would cause
the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the
Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall
certify as to facts, estimates, circumstances and reasonable expectations in existence on the date
of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Notes and the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services.
Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 13. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to Old National Bank at Closing for further distribution as directed by Ehlers.
Section 17. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on December 7, 2020 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with Ehlers to cause timely notice of redemption, in substantially the form attached hereto as Exhibit F and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Any and all actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 20. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 21. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are
acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 22. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded November 5, 2020.

____________________________
Brendan Pratt
Mayor

ATTEST:

____________________________
Cindy Bauer
City Clerk

(SEAL)
EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)
EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)
EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)
EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)
EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)
Mandatory Redemption Provision

The Notes due on November 1, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on November 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on November 1,____

Redemption Date  Amount
____  $____
____  ______
____  ______ (maturity)

For the Term Bonds Maturing on November 1,____

Redemption Date  Amount
____  $____
____  ______
____  ______ (maturity)

For the Term Bonds Maturing on November 1,____

Redemption Date  Amount
____  $____
____  ______
____  ______ (maturity)
EXHIBIT E
(Form of Note)

REGISTERED STATE OF WISCONSIN DOLLARS
NO. R-____ CITY OF ALTOONA $______
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2020A
MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
November 1, _____ November 24, 2020 ____% ______
DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.
PRINCIPAL AMOUNT: _____________________ THOUSAND DOLLARS ($__________)

FOR VALUE RECEIVED, the City of Altoona, Eau Claire County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on November 1, 2021 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of $2,485,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of (a) 2020 street improvement and other capital improvement projects, such as city hall projects, police equipment, park projects and equipment, EMS building improvements, fire equipment, and public works equipment and projects, and (b) refunding certain obligations of the City, as authorized by a resolution adopted on
November 5, 2020. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on November 1, 2027 and thereafter are subject to redemption prior to maturity, at the option of the City, on November 1, 2026 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

The Notes maturing in the years ________ are subject to mandatory redemption by lot as provided in the resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully
registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of $5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Altoona, Eau Claire County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF ALTOONA
EAU CLAIRE COUNTY, WISCONSIN

By: ______________________________
Brendan Pratt
Mayor

(SEAL)

By: ______________________________
Cindy Bauer
City Clerk
Date of Authentication: _______________, ______

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the City of Altoona, Eau Claire County, Wisconsin.

BOND TRUST SERVICES CORPORATION,
ROSEVILLE, MINNESOTA

By ____________________________
Authorized Signatory
ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

____________________________________________________________________________
(Name and Address of Assignee)

____________________________________________________________________________
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints

____________________________________________________________________________, Legal Representative, to transfer said Note on
the books kept for registration thereof, with full power of substitution in the premises.

Dated:  _____________________

Signature Guaranteed:

____________________________________________________________________________
(e.g. Bank, Trust Company
or Securities Firm)  (Depository or Nominee Name)

NOTICE: This signature must correspond with the
name of the Depository or Nominee Name as it
appears upon the face of the within Note in every
particular, without alteration or enlargement or any
change whatever.

____________________________________________________________________________
(Authorized Officer)
EXHIBIT F

NOTICE OF FULL CALL *

CITY OF ALTOONA
EAU CLAIRE COUNTY, WISCONSIN
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2013A, DATED SEPTEMBER 3, 2013

NOTICE IS HEREBY GIVEN that the notes of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called for prior payment on December 7, 2020 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<table>
<thead>
<tr>
<th>Maturity Date</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
<th>CUSIP No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 1, 2021</td>
<td>$125,000</td>
<td>2.30%</td>
<td>022029JK9</td>
</tr>
<tr>
<td>December 1, 2022</td>
<td>130,000</td>
<td>2.60%</td>
<td>022029JL7</td>
</tr>
<tr>
<td>June 1, 2023</td>
<td>135,000</td>
<td>2.70%</td>
<td>022029JM5</td>
</tr>
</tbody>
</table>

Upon presentation and surrender of said Notes to Bond Trust Services Corporation, Roseville, Minnesota, the registrar and fiscal agent for said Notes, the registered owners thereof will be paid the principal amount of the Notes plus accrued interest to the date of prepayment.

Said Notes will cease to bear interest on December 7, 2020.

By Order of the
Common Council
City of Altoona
City Clerk

Dated ______________________
________________________

* To be provided to Bond Trust Services Corporation at least thirty-five (35) days prior to December 7, 2020. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to December 7, 2020 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.
MEMORANDUM

TO: Altoona City Council
FROM: Michael Golat, City Administrator
SUBJECT: Summary of THURSDAY, November 5 Council Meeting Items

Provided below for your consideration is a summary of the THURSDAY, November 5 Council Meeting agenda items.

(IX) NEW BUSINESS

ITEM 2 - Quarterly Tourism Report presented by Visit Eau Claire.

As you may be aware, Visit Eau Claire is Altoona’s contracted tourism promotion agency. In order to detail tourism marketing efforts in Altoona, Visit Eau Claire will continue providing quarterly updates to the council.

Benny Anderson, Interim Executive Director of Visit Eau Claire, will be present at the meeting to discuss tourism marketing in Altoona.
MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of THURSDAY, November 5 Council Meeting Items

Provided below for your consideration is a summary of the THURSDAY, November 5 Council Meeting agenda items.

(IX) NEW BUSINESS

ITEM 3- Discuss/consider approval of Preliminary Plat - Condominium Instrument for River Prairie Townhome Condominium located on Lake Road. (Public hearings at the September 8th & 22nd, 2020 Plan Commission Meetings).

See Enclosed:
- Proposed Condominium Instrument for River Prairie Townhomes
- Proposed Declaration of Covenants and Restrictions for River Prairie Townhome Condominium
- Proposed By-laws of the River Prairie Townhome Condominium Owner Association
- Preliminary Plat Public Notice (2020-0909)
- City Attorney Behling Memo RE: Plat Review & Approval (2020-1021)
- City Planner Clements Memo RE: Plat Review Standards (2020-1023)

The proposed Condominium Instrument creates individual tax parcels for the dwellings plus common property associated with the approved River Prairie Townhomes. As you may recall, the combined General Implementation Plan and Specific Implementation Plan was unanimously approved by the Council on August 27th.

The public hearing was held before the Plan Commission on September 8th and again on September 22. The Plan Commission recommended approval 5-1 at the September 8th meeting.

As outlined in the Memos from City Attorney Behling and City Planner Clements, the criteria for review of a plat are the (a) land use entitlement (specific implementation plan, approved); and (b) local and state technical standards applicable to plats. Staff has determined the proposed condominium plat satisfies these criteria.

Suggested Motion: I move to approve/not approve the Preliminary Plat for River Prairie Townhome Condominiums.
RIVER PRAIRIE TOWNHOME CONDOMINIUM

Lot 1 of Certified Survey Map Number XXXX recorded in Volume XX of Certified Survey Maps on Pages xxx-xxx located in Section 23, Town 27 North, Range 9 West, City of Altoona, Eau Claire County, Wisconsin.

Record Information

( )

Legends

1. Found ¾” Iron Bar
2. Found 1” Outside Diameter Iron Pipe
3. Found 2” Outside Diameter Iron Pipe

Certified Survey Map

V

Volume

P

Page

Prepared for:

Jeffrey C. Stockburger, P.Eng.

Date

Everyday Surveying & Engineering

1818 Brackett Avenue • Eau Claire, WI 54701

Ph: (715) 831-0654 • Email: info@klds.net
RIVER PRAIRIE TOWNHOME CONDOMINIUM
Lot 1 of Certified Survey Map Number XXXX recorded in Volume XX of Certified Survey Maps on Pages xxx-xxx located in Section 23, Town 27 North, Range 9 West, City of Altoona, Eau Claire County, Wisconsin.

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Preliminary

Common Council Resolution
The Condominium Plat of River Prairie Townhome Condominium, in the City of Altoona, is hereby approved by the Common Council.
Approved: ____________________ (04 TE) Signed: ____________________

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council.

City Clerk

Eau Claire County Surveyor Certification
L. Dean J. Roth, Eau Claire County Surveyor have reviewed the River Prairie Townhome Condominium Plat and certify per Wisconsin Statutes 703.115(1) that such instrument is approved for recording.
Dated this Day of 2020
Dean J. Roth
Eau Claire County Surveyor

Everyday Surveying & Engineering
1818 Brackett Avenue - Eau Claire, WI 54701
Ph. (715) 831-0654 • Email: info@klde.net
DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
RIVER PRAIRIE TOWNHOME CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS: GRIP Development LLC, (hereinafter called “DEVELOPER”), being the owner of RIVER PRAIRIE TOWNHOME CONDOMINIUM, and developer of all of the real estate described below, intending to subject this property to the Condominium form of ownership and the terms of this Declaration, said Development to be known as RIVER PRAIRIE TOWNHOME CONDOMINIUM, has established a general plan for the improvement and development of such real estate, and do hereby establish the covenants, conditions, reservations, and restrictions upon which, and subject to which all lots and portions of such lots shall be improved or sold and conveyed by DEVELOPER as owners thereof. Each and every one of these covenants and conditions, reservations and restrictions is and all are for the benefit of each present and future owner of land in the Development, and shall bind the respective successors in interest of the present owner thereof. These covenants, conditions reservations, and restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof, for the Development, described as follows:

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, River Prairie Townhome Condominium, City of Altoona, Eau Claire County, Wisconsin.

Return to:
GRIP Development LLC
2601 Morningside Drive
Eau Claire, WI 54703
RIVER PRAIRIE TOWNHOME CONDOMINIUM, A CONDOMINIUM

Declarant: GRIP Development LLC

Agent: Jason Griepentrog

Address: 2601 Morningside Drive, Eau Claire, WI 54703

DISCLOSURE MATERIALS

THESE ARE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.
1. APPROVAL OF PLANS. All plans for the construction of private roads and driveways and all building plans for any building, fence, wall or structure to be erected upon any lot, and the proposed location thereof (site plans) upon any lot, and any changes after approval thereof, any exterior remodeling, reconstruction, alteration, or addition to any building, road, driveway, or other structure upon any lot on such premises shall require the approval in writing by DEVELOPER. The person or persons desiring to erect, construct or modify the same shall submit to DEVELOPER a complete set of plans showing the building plans and specifications for the building, fence, driveway or other structure, as applicable, as well as site plans. No construction work shall commence prior to DEVELOPER granting approval. DEVELOPER or their assigns must approve all exterior materials, colors, and rooflines. The DEVELOPER shall approve all lot line setbacks. All site plans shall be site surveyed to all lot corners by the Buyer. Approval of such plans and specifications shall be by written endorsement by the DEVELOPER on such plans and specifications, or a separate written and signed document. A copy of plans shall be delivered to the DEVELOPER (for their use) of the lot upon which the prospective building, road driveway or other structure is contemplated, prior to the beginning of such construction. DEVELOPER shall not be responsible for any structural defects in such plans or specification or in any building or structure erected according to such plans and specifications. If DEVELOPER fails to serve notice of disapproval of such plans within 30 days after DEVELOPER’S receipt of the plans, such plans shall be deemed approved. Service shall be by United States Mail at the address furnished by the person seeking approval.

2. RESTRICTIONS AND CONDITIONS.

SECTION A:

(a) “Townhome Unit” means one single family residential unit which is joined together with the other single family residential unit existing on the aforesaid described real estate with a common wall, roof and foundation.

(b) Common elements are identified on the Plat. These areas shall be maintained by the Homeowners Association.

(c) “Townhome Owner” means the person or persons or legal entity which owns the real estate in fee simple on which said Townhome Unit is located.

(d) Each owner of a Townhome Unit shall be a member of the RIVER PRAIRIE TOWNHOME Condominium Home Owner’s Association, based on what Phase your lot is located in and shall be subject to the terms of the By-Laws of said Association and specifically including payment of Assessments for common expenses of the Association such as lawn mowing, snow removal, garbage service, association insurance policy, replacement reserves and routine/normal repairs and general maintenance.

Assessments shall be determined by the Developer until such time as the Board of Directors is elected. There shall be monthly assessments for general expenses and contingency funds or special assessments as determined by the Developer or Board of Directors. Each Unit Owner shall pay their percentage share of assessments based upon the number one (1) divided by the number of units constructed.
SECTION B:

Every Townhome Owner which now holds or hereinafter acquires any interest in the real property covered by this Declaration of restrictions agrees and covenants with the other Townhome Owner of any part of said real property to conform to and observe these covenants, restrictions and conditions.

SECTION C: BUILDING.

Construction on each lot in the subdivision shall be limited to one building consisting of SIX townhome units. Each town home shall be a single family dwelling. All dwellings must have an attached garage, to be constructed contemporaneously with the dwelling. No exterior solar panels, antennae, or large satellite dishes may be used without DEVELOPER approval.

Outbuildings are not allowed unless approved by DEVELOPER.

Any dwelling erected on any lot must have a full foundation or slab. Deck and porch supports and similar exposed structural members must conform in design and appearance to the main structure and be approved by DEVELOPER, or their assigns. Lots are required to utilize utilities and water supplied by the municipality.

SECTION D:

Each Townhome Owner of each Townhome Unit further agrees and covenants as follows:

(a) To commit no act which could reasonably be pre-determined to be hazardous to or weakening the structure to which his Townhome Unit is contained;

(b) To refrain from engaging in any hazardous activity nor maintain any hazardous substance on the premises which could have the effect of nullifying the insurance in effect thereon;

(c) To maintain a standard homeowner’s policy of insurance for fire and extended coverage against loss or damage by fire or other casualty to the full replacement value of the owner’s Townhome Unit and naming all owners, mortgagees, or sellers under contract, or said Townhome Unit as the named insurers under the policy as their respective interests may appear. The liability coverage for said property shall be in an amount of at least $100,000.00 for injury or death to one person and $300,000.00 for injury or death to more than one person in any one accident or occurrence and $100,000.00 for property damage. Nothing contained herein shall preclude any Townhome Owner from carrying additional insurance on his or her or its respective unit;

(d) To utilize the insurance proceeds received by the owner due to loss or damage to the Townhome Unit for purposes of reconstruction and/or repair so as to restore said Townhome Unit to substantially its same condition as before such loss or damage;

(e) To refrain from installation or temporary placement of fencing. However, underground fences, such as pet fences, may be installed.
SECTION E:

The Owners Association shall be responsible for the following with respect to Development the and the improvements situated on said real estate unless specifically stated otherwise.

(a) To be responsible for the watering and weeding of all lawn and grass area on the real estate. The Owners Association shall be responsible for mowing, hedging and lawn applications (fertilizing/maintenance);

(b) To care for, spray, trim, protect, plant and replant dead or damaged trees and shrubbery on the premises; Additional plantings shall not cause damage to neighboring property. If so, plants shall be removed.

(c) To keep in good repair the sidewalks, not under the jurisdiction of the City of Altoona, Wisconsin, and to keep in good repair the driveway area on said premises; The Owners Association shall be responsible for all snow removal from sidewalks and driveways.

(d) To pay for the collection and disposal of rubbish and trash from a common garbage service contracted by the Owner's Association.

(e) The Owners Association shall provide common mail boxes for the entire development.

(f) To provide and maintain such exterior lighting as the Developer or Townhome Owners may unanimously agree to be deemed advisable;

(g) Radio and television antennae are prohibited; and/all satellite dishes shall be approved by the DEVELOPER prior to installation;

(h) Each Townhome Owner shall maintain and repair his or her own sanitary sewer line and water service line to the point where the lines become the responsibility of the City of Altoona according to Altoona Municipal Codes. Each individual Townhome Owner shall be responsible for the repair and maintenance of electrical service lines to the point where the same connect with the meter set and junction box. Each individual Townhome Owner or his or her agent is hereby granted the right of ingress and egress over and across all portions of the subject real estate of the adjoining Townhome for the purpose of carrying out the foregoing powers and duties;

(i) To make all major exterior repairs to the structure, repaint or repair or otherwise refurbish the exterior of the structure and to keep the roof area in good repair, upon the written and unanimous consent of the adjoining Townhome Owners. The Homeowners Association shall be responsible for maintaining the Units from the sheetrock out. Contingency funds shall be maintained for anticipated expenses. The Owners Association shall acquire and pay for insurance coverage for the buildings. Owners shall insure and maintain from the sheetrock in.

SECTION F:

The natural surface drainage patterns of any lot shall not be changed by grading, damming, filling or installing of conduits, except with the permission of DEVELOPER, or its assigns.
No part of any lot shall be used for dumping garbage, trash, or refuse of any kind. Debris may be temporarily present in connection with construction work, but must be secured to prevent such debris from being blown throughout the subdivision. Refuse may not be burned.

No animal shall be kept or maintained on any lot except for the usual household pets, and in such cases, the pets shall be so kept and maintained as not to become an unreasonable annoyance or nuisance to other residents in the subdivision by reason of movement, noise, odor or otherwise. Please refer to the Altoona City Ordinance Chapter 10.06 and 10.067 and any amendments thereto for legal provisions of household pets.

Kennels are not allowed without the prior approval of the Developer.

SECTION G:

No signs other than a sign identifying the property owner and a “For Sale” sign shall be displayed on any lot. DEVELOPER may construct an area identification sign, identifying the subdivision, on one or more lots located near the roadway entrances to the subdivision.

No commercial or business activities shall be permitted upon the properties except as authorized as a home occupation by applicable zoning.

Driveways shall be concrete or blacktop.

Recreational vehicles, boats, trailers or unlicensed automobiles may not be parked on a lot for more than 5 days in a 30 day period.

SECTION H: PARTY WALL AGREEMENT.

1. “Party Wall” shall mean and refer to the dividing wall between the Townhome Units, including without limitation that portion of the wall dividing each unit’s respective garage and any other exterior portions of the building. Any matters concerning the Party Wall which are not covered by the terms of this Agreement shall be governed by the general rules of law regarding party walls.

2. The cost of maintaining the Party Wall shall be borne equally by the Parties, who are the owners of the Townhome Units.

3. In the event of damage or destruction to the Party Wall (or “Common Structure” including the shared roof and/or overhang), from any cause, other than the negligence of either owner, the owners of the Townhome Units shall repair or rebuild said Common Structure. The cost of such repair or rebuilding shall be borne equally by the owners of the Townhome Units. Each such owner shall have the right to the full use of said Common Structure so repaired or rebuilt. If any owner’s negligence shall cause damage or destruction of said Common Structure, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his or her share, or all such costs in case of negligence, the other party may have such Common Structure repaired or restored and shall be entitled to have a mechanic’s lien on the lot and dwelling unit of the party so failing to pay, for the amount of such defaulting party’s share of the repair or replacement costs together with interest at the maximum rate allowable. The
party having such Common Structure repaired shall, in addition to the mechanic’s lien, be entitled to recover attorney’s fees and shall be entitled to all other remedies provided herein or by law. The mechanic’s lien granted herein is effective only if filed in the Real Property Records of the County where the Property is located.

4. Neither owner shall alter or change a Common Structure in any manner, non-structural interior decoration excepted, and such Common Structures shall remain in the same location as when originally erected. Each adjoiner owner to said Common Structure shall have a perpetual easement in that part of the premises of the other on which said Common Structure is located, for the purposes of such Common Structure and any other additional area necessary to repair, replace, and maintain the same.

5. Each owner shall keep all exterior walls of his dwelling unit is in good condition and repair at his or her sole cost and expense. No owner shall do or permit to be done any act or thing that would tend to depreciate the value of the building (i.e. variance in design, colors, roofing etc.).

6. Each owner shall maintain the roof over his or her dwelling unit is good condition and in such manner so as not to damage any other portion of the building. Each owner shall share equally in the costs to repair or maintain the roof over the Party Wall due to normal wear or physical damage. If a roofline is joined and both roofs must be replaced, replacement will be coordinated between the owners.

7. An owner who, by his or her negligence, disinterest or willful act causes a Party Wall or roof to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements and shall pay all damages resulting from such exposure. The cost of normal and timely weatherproofing and maintenance of the roof shall be in accordance with Paragraph 6.

8. In the event it shall be necessary for any owner to place this Agreement in the hands of an attorney for the enforcement of any of such owner’s rights hereunder or for the recovery of any monies due to such owner hereunder, and if it is necessary to bring suit for the enforcement of such rights or such recovery, the prevailing party in such suit shall recover from the losing party all costs of court and reasonable attorney’s fees, as determined by the court, in addition to any other relief or recovery awarded by the Court.

SECTION I:

In the event that, by reason of the construction, settlement or shifting of the building, any part of the previously designated party walls or roof encroaches or shall hereafter encroach upon any part of the adjoining unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the party wall or roof, if by reason of the design or construction of any unit, it shall be necessary or advantageous to Townhome Owner to use or occupy, for normal uses and purposes, any portion of said party walls, roof, electrical or plumbing, consisting of unoccupied space within the building and adjoining his or her unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such unit and the common elements, as the case may be, so long as all or any part of the building containing such Townhome Units shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Townhome Owner of any Townhome Unit if such encroachment occurred due to the willful conduct of said Townhome Owner.
Shared Driveway: Each owner grants to the other an easement for the right to drive over their half of the driveway, backup and turn around to permit access to and from the public street. Each owner shall be responsible for maintenance, repair and snow removal of their half of the driveway.

All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Townhome Owner, purchaser, mortgagee and other person having interest in said land, or any part or portion thereof.

SECTION J:

Each Townhome Owner will have an undivided interest in the common elements which include the following: all central and appurtenant installations for services such as power, light, telephone, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating (including all pipes, ducts, wires, cable and conduits used in connection therewith) and all other mechanical equipment spaces necessary to the maintenance of said Townhome Units. However, the aforementioned shall be considered common elements only in the event said apparatus and installations existing are for the common use or necessary or convenient to the existence, maintenance or safety of the Townhome Owner of said Townhome Unit.

SECTION K:

Any Townhome Owner of, or the holder of the first mortgage on any part of the real property covered by this declaration of restrictions, shall have the right to seek appropriate legal relief to prevent the breach or to enforce the observance of the conditions set forth herein in addition to the ordinary legal actions or damages arising out of any breach of said declaration or restrictions.

1. TERM AND AMENDMENT. These covenants and restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by any owner, DEVELOPER, or the assigns, successors or heirs of DEVELOPER, for a period of 25 years from date of the recording of the Declaration with the Eau Claire County Register of Deeds. If DEVELOPER ceases to exist as a registered entity, the rights and duties of DEVELOPER shall pass to the owners of lots the mechanism for enforcing or approving covenants and restriction by majority vote or by a committee elected by a majority vote of the property owners.

After the expiration of said 25 year term the covenants and restrictions shall be extended for successive periods of 10 years, unless an instrument signed by then owners of two-thirds of the lots has been recorded, agreeing to modify the covenants and restrictions. However, no such agreement to modify shall be effective unless made and recorded 60 days in advance of the effective date of such termination or modification, and unless written notice of the proposed agreement is sent to lot owners at least 90 days in advance of any action taken. (Provided; if any lot is owned by more than one owner, service upon any such owner shall be deemed notice to all owners of such lot, and notice may be given by United States Mail to the owners' addresses as set forth in the records of the real estate taxing authority.)

DEVELOPER retains the right to amend this Declaration until such time as 30 of the 36 town homes are sold.
2. ENFORCEMENT. Enforcement of the provisions of this Declaration shall be by any proceeding at law or in equity against any person violating or attempting to violate any such provisions of this Declaration, to restrain violation, or to recover damages, or both, and against the land to enforce any lien created by this Declaration. Failure to enforce any covenant or restriction on any occasion shall not be deemed a waiver of the right to do so thereafter if any party commencing enforcement action is the prevailing party, such party shall be entitled to recover, in addition to any other remedy granted by the court, costs including reasonable attorney fees.

3. SEVERABILITY. Invalidation of any one of these paragraphs shall in no way affect any other provision, which shall remain in full force and effect.

4. ASSIGNMENT OF POWERS. DEVELOPER may, in its sole discretion, assign its rights and duties under this Declaration of Covenants and Restrictions to the property owners at such time as the DEVELOPER no longer has an interest in the property. The rights and duties of DEVELOPER shall pass to the owners of lots the authority for enforcing or approving covenants and restriction by majority vote or by a committee elected by a majority vote of the property owners. DEVELOPER may also appoint an Architectural and Environmental Control Committee, which Committee shall have the powers and functions conferred upon DEVELOPER in this declaration, as well as such other powers and functions as DEVELOPER deems necessary. An assignment of powers shall be binding upon all lot owners when such assignment is recorded with the Register of Deeds for Eau Claire County.

5. DEFINITIONS. Unless the context dictates otherwise, all terms used in the Declaration shall have that definition and meaning set forth in the Altoona Municipal Code.

6. ATTORNEY FEES AND COSTS. The prevailing party in any dispute arising out of this agreement shall be entitled to reasonable attorney fees and actual out of pocket expenses.

7. VENUE. The venue for any dispute arising out of this agreement shall be the circuit court of Eau Claire County.

SEE NEXT PAGE FOR SIGNATURE AND NOTARIES.
IN WITNESS WHEREOF, GRIP Development LLC have caused these presents to be duly executed this _____ day of August, 2020.

DEVELOPER/OWNER
GRIP DEVELOPMENT LLC

________________________
By: Jason Griepentrog, Member

STATE OF WISCONSIN )
)SS:
COUNTY OF _____________ )

Personally came before me this _____ day of July, 2020 the above named Jason Griepentrog to me known to be the persons who executed the foregoing instrument and acknowledge the same.

________________________
Notary Public State of Wisconsin
My Commission Expires: ____________________

This Instrument Drafted by:
Michael J. Vinopal, Attorney at Law
File #20-0809
BY-LAWS OF

RIVER PRAIRIE TOWNHOME CONDOMINIUM OWNERS ASSOCIATION

ARTICLE I

GENERAL

Section 1. Name. The name of the Association shall be River Prairie Townhome
Condominiums Owners Association. (the “Association)

Section 2. Principal Office. The principal office of the River Prairie Townhome
Condominium Owners Association shall be 2601 Morningside Drive, Eau Claire, WI
54703, or at such location as may be designated by the Association’s Board of Directors.
All books and records of the Association shall be kept at its principal office.

Section 3. Definitions. The Association has been organized to manage property
located in the River Prairie Townhome Condominium Development, City of Eau Claire,
Eau Claire County, Wisconsin, as regulated by that certain Declaration of Conditions,
Covenants and Restrictions (hereinafter “Declaration”), recorded in the Office of the Eau
Claire County Register of Deeds, on the _____ day of August, 2020 as Document No.
________________. All the terms used in these By-Laws and not otherwise defined
herein shall have the definition found in said Declaration. The Declaration is hereby
incorporated by reference in and to these By-Laws.

ARTICLE II

DIRECTORS

Section 1. Initial Directors: The board shall be formed when 2/3 (24 units) of
the units developed have been sold. Until such time, the Developer, shall oversee and act
on behalf of the Association including hiring Riverbend Rentals and Property
Management to carry out all daily business and operations of the Association.

Section 2. Number and Term. The number of directors which shall constitute
the whole board shall be not less than three (3) no more than five (5). The initial Board
shall be composed of three (3) Directors. Each director shall be elected to serve for a term
of one (1) year.

Section 3. Vacancy and Replacement. If the office of any Director or Directors
becomes vacant by reason of death, resignation, retirement, disqualification, removal
from office or otherwise, a majority of the remaining directors, though less than a
quorum, at a special meeting of Directors duly called for this purpose, shall choose a
successor or successors, who shall hold office for the unexpired portion of the term of the
vacated office.
Section 4. Removal. Directors may be removed for cause by an affirmative vote of majority of the votes of Members.

Section 5. First Board of Directors; Owner’s Committee.

A) The first Board of Directors shall be Members of the Association. The initial Board of Directors shall be exempt from liability in accordance with the terms of S. 181.0855 Wis. Stats.

Section 6. Powers. The business of the Association shall be managed by the Board of Directors, which may exercise all powers not specifically prohibited by the statute, the Declaration or these By-Laws. The powers of the Board of Directors shall specifically include, but not be limited to, the follows:

A) To levy and collect according to the provisions of the Declaration and these By-Laws regular and special Assessments for purposes set forth in the Declaration, or these By-Laws.

B) To use and expend the assessments collected to maintain, repair, replace, care for and preserve the property managed by the Association and for other common expenses, as set forth in the Declaration.

C) To collect delinquent Assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Owners for violations of these By-Laws and the Declaration.

D) To employ and compensate such personnel as may be required for the maintenance and preservation of the property, as set forth in the Declaration.

E) To carry out the obligations of the Association under any easements, restrictions or covenants running with any land subject to the Declaration.

F) To maintain legal actions, on behalf of the Owners, with respect to any cause of action relating to the property.

G) To establish budgets for the operation of the Association, including the setting up of reserve funds for anticipated expenditures.

H) To enforce by all appropriate methods, after providing affected Owner(s) with an opportunity to be heard, the provisions of these By-Laws, the Declaration and any and all rules and regulations which may, from time to time, be adopted by the Board of Directors.

Section 7. Compensation. Neither Directors nor officers of the Association shall receive compensation for their services, except as may be authorized by a majority of the members.
Section 8. Meetings.

A) The first meeting of each board newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall be present, or as soon thereafter as may be predictable. The annual meeting of the Board of Directors shall be held at the same place as the Members’ annual meeting and immediately after the adjournment of same.

B) Special meetings shall be held whenever called by the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram, at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by him. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

C) A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board, unless otherwise provided for by express provision of the Wisconsin Statutes, the Declaration, or these By-Laws. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

Section 9. Annual Statement. The Board shall present, no less often than at each annual meeting, a full and clear statement of the business and conditions of the Association including a report of the operating expenses of the Association and the assessments paid by the Members.

ARTICLE III
OFFICERS

Section 1. Executive Officers. The executive officers of the Association shall be a President, Treasurer and Secretary, all of whom shall be elected annually by a majority vote of said Board at the annual meeting of the Board as established by these By-Laws. Any two of said offices may be united in one person, except that the President shall not also be the Secretary.

Section 2. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer.
Section 4. The President.

A) The president shall be Chairman of and shall preside at all meetings of the Members and Directors, shall have general and active management authority over the business of the Association, except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect.

B) The President shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

Section 5. The Secretary.

A) The Secretary shall keep the minutes of meetings of the Members and the Board of Directors in one or more books provided for that purpose. The Secretary shall count votes at all meetings for the Members and Directors.

B) The Secretary shall see that all notices are duly given in accordance with the provisions of the By-Laws or as otherwise required by law.

C) The Secretary shall act in the place and stead of the President in the event of the President’s absence, inability or refusal to act.

D) The Secretary shall be custodian of the records of the Association.

E) The Secretary shall keep a register of the post office address of each Member and their respective mortgages (including land contract vendors), if any, which shall be furnished to the Secretary by such Member.

F) In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 7. The Treasurer.

A) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

B) The Treasurer shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at each meeting of the Board, or
whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Association.

C) The Treasurer shall keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the Property, specifying and itemizing the maintenance and repair expenses of the Property and any other expenses incurred. Such records and the vouchers authorizing payments shall be available for examination by the Members at convenient hours of week days.

Section 8. Vacancies. If the office of the President, Secretary, or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 9. Resignations. Any Director or other officer may resign his or her office at any time in writing, which resignation shall take effect from the time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV
MEMBERSHIP

Section 1. Definitions. Membership in the Association shall be determined in accordance with the Declaration.

Section 2. Transfer of Membership and Ownership. Membership in the Association may be transferred only as an incident to the transfer of the transferor’s Members Lot. Such transfer shall be subject to the procedures set forth in the Declaration.

ARTICLE V
MEETINGS OF MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at such place in Eau Claire County, Wisconsin, as may be stated in the notice of the meeting.

Section 2. Annual Meeting.

A) An annual meeting of the Members shall be held during the month of June of each year, at the place, and on the date and at the hour, which are to be determined by the Board of Directors.
B) At the annual meeting, the Members, by a majority vote shall elect a Board of Directors and transact such other business as may properly come before the meeting.

C) Written notice of the annual meeting shall be served upon or mailed to each Member entitled to vote at such address as appears on the books of the Association, at least ten (10) days prior to the meeting.

Section 3. Membership List. At least ten (10) days before every election of directors, a complete list of Members entitled to vote at said election with the residence of each Member, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the Association, and shall be open to examination by any Member throughout such time.

Section 4. Special Meetings.

A) Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of twenty (20%) percent of the Members. Such request shall state the purpose or purposes of the proposed meeting.

B) Written notice of a special meeting of Members stating the time, place and object thereof, shall be served upon or mailed to each Member entitled to vote thereon, at such address as appears on the books of the Association at least ten (10) days before such meeting.

C) Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum. Twenty-five (25%) percent of the total number of Members of the Association, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, or these By-Laws.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Wisconsin Statutes, the Declaration, or these By-Laws requires a different vote, in which case such express provision shall govern and control the decision of such questions.

Section 7. Right to Vote. All Owners (as defined in the Declaration) shall be entitled to one (1) vote (unless such vote is restricted as set forth in the Declaration). At any meeting of the Members, every Member having the right to vote in person or by proxy. If by proxy, such proxy shall only be valid for such meeting or subsequent
adjourned meetings thereof. If a Property is owned by more than one Lot Owner (individual or corporate) the vote attributable to that Property shall not be counted if the Lot Owners are not unanimous. There shall be no fractional vote. The Lot Owners of the Property shall file a certificate with the Secretary naming the person authorized to cast said Property’s vote. If same is not on file, the vote of such Property shall not be considered, nor shall the presence of said Lot Owners at a meeting be considered in determining whether the quorum requirement has been met.

**Section 8. Waiver and Consent.** Whenever the vote of Members at a meeting is required or permitted by a provision of the Wisconsin Statutes, the Declaration, or these By-Laws in connection with action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

**ARTICLE VI**
**NOTICES**

**Section 1. Definitions.** Whenever under the provisions of the Wisconsin Statutes, the Declaration, or these By-Laws, notice is required to be given to any director or Member, it shall not be construed to mean personal notice, but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the corporation.

**Section 2. Address.** The address for notice to the Association is the Principal Office of the Association as provided in the Declaration, as the same may be amended from time to time.

**ARTICLE VII**
**FINANCES**

**Section 1. Fiscal Year** The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

**Section 2. Checks.** All checks or demands for money and notes of the Association shall be signed by any one of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or person as the Board of Directors may from time to time designate. The Board of Directors by resolution may require more than one (1) signature.

**Section 3. Determination of Assessments.**

A) Assessments shall be determined in accordance with the terms and conditions set forth in the Declaration. The Board of Directors is
specifically empowered on behalf of the Association to make and collect assessments. Funds for the payment of common expenses shall be assessed as provided for in the Declaration in the proportion or percentages of sharing common expenses as provided in said Declaration. Said assessments shall be payable as provided in said Declaration. Special Assessments, which may be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular Assessments.

B) When the Board of Directors has determined the amount of any Assessments, the Secretary or Treasurer shall mail or present a statement of the Assessment to each of the Owners. All Assessments shall be payable to the Association as provided in the Declaration, and upon request, the Secretary or Treasurer shall give a receipt for each payment made.

Section 4. Audits of Account. The accounts and records which the Treasurer must keep pursuant to the provisions of these By-Laws may be audited by qualified independent auditors at the direction of the Board of Directors. The cost of such audits shall be a common expense.

ARTICLE VIII
RULES AND REGULATIONS

In addition to the other provisions of these By-Laws, additional Rules and Regulations may hereafter be adopted by the Board of Directors, which additional Rules and Regulations shall be observed and enforceable as if fully set forth herein, and shall govern the use of Member Lots and the conduct of all Owners and Occupants thereof.

Every Owner and Occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin, or the City of Eau Claire or adopted by the Association, or its Board of Directors.

ARTICLE IX
DEFAULT

Section 1. In the event an Owner does not pay any sum, charge or Assessment required to be paid to the Association within thirty (3) days from the due date, the same shall constitute a lien on the interest of such Owner. Such lien may be foreclosed by suit by the Association as set forth in the Declaration. Suit to recover a money judgement for unpaid common expenses may be maintained without foreclosing or waiving the lien securing the same.
Section 2. Any Assessment, or installment thereof, not paid when due shall bear interest from the date when due until paid at a rate to be determined in accordance with the Declaration or by the Board of Directors, or if none has been so determined, 10% per annum.

Section 3. If the Association becomes the Owner of a Property, it shall offer said Property for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for Assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney’s fees, and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the property. All monies remaining after deducting the foregoing items of expense shall be returned to the former Owner of the property.

Section 4. In the event of a violation of the provisions of the Declaration or By-Laws, which violation is not corrected within thirty (30) days after notice from the Association to the Owner to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, to correct the violation.

Section 5. In the event such legal action is brought against an Owner and results in a judgement for the Association, the Defendant shall pay the Association’s reasonable Attorney’s fees and court costs.

Section 6. Each Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of other equally adequate procedures. It is the intent of all Owners to give to the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing it from Owner’s and to preserve each Owner’s right to enjoy his Property free from unreasonable restraint and nuisance.

ARTICLE X

JOINT OWNERSHIP

These By-Laws may be amended at any duly called meeting of the Members. The notice of the meeting shall contain a full statement of the proposed amendment. It shall be necessary that there be an affirmative vote of sixty-seven (67%) percent of all the Members who may vote either in person at the meeting or be represented by proxy to amend these By-Laws. Notwithstanding the foregoing or anything else set forth herein, the Developer, as that term is defined in the Declaration, may amend any term, covenant or condition of these By-Laws during the entire period of time in which Developer continues to own property in the development, without the consent or approval of the Owners, Members, Directors or Officers of the Association.
ARTICLE XII
EFFECTIVE DATE OF BY-LAWS HEREIN ESTABLISHED

These By-Laws are to be effective from the date of their adoption by the Board of Directors of the Association and shall continue in effect until they are amended by an amendment duly adopted by the Members of the Association.

Should any of the provisions of the By-Laws herein adopted be void or become unenforceable at law or in equity, the remaining provisions shall nevertheless be and remain in full force and effect.

These By-Laws were adopted by the Board of Directors on the ___________ day of August, 2020.

Developer:
GRIP DEVELOPMENT LLC

_______________________________________
By: Jason Griepentrog, Member
NOTICE OF HEARING

City of Altoona
Preliminary Plat

NOTICE IS HEREBY GIVEN that on **Tuesday, September 22, 2020 at 5:30 p.m.** (or as soon thereafter as is practical) there will be a public hearing before the Plan Commission on Zoom Teleconference/Video Conference regarding a proposed Preliminary Plat (Condo Plat) as submitted by Jason Gripentrog for parcels 201-2115-02-010 and 201-1010-03-010 located on Lake Road, east of Lake Court.

Due to Coronavirus COVID-19 residents are encouraged to attend the Plan Commission Meeting via the application Zoom until further notice. Visit the City’s website at [www.ci.altoona.wi.us](http://www.ci.altoona.wi.us) for more information. A copy of the proposed Plat is available upon request from the City Clerk’s Office, City Hall, 1303 Lynn Avenue, Altoona. Public input regarding the proposed Plat is invited.

All interested parties and their representatives are invited to attend or submit your comment in writing prior to the public hearing to cityhall@ci.altoona.wi.us or mail to Altoona City Hall, 1303 Lynn Avenue, Altoona, WI 54720. If you have any questions, please call 715-839-6092.

The Altoona Common Council may take action upon the proposed plat at its September 24, 2020 Meeting starting at 6:00 p.m.

Dated this 9th day of September 2020.

[Cindy Bauer]

Cindy Bauer
City Clerk

Published: Friday, September 11 and Monday, September 14, 2020.
201-2115-02-010
ty of Altoona

201-1010-03-010
City of Altoona

201-1010-05-000, 02
Attn: Property Tax Union Pacific
1400 Douglas St Stop 1640
Omaha, NE 68179-1001

201-2297-02-010
Michael & Robin Vaughan
2103 Moonlight Bay Drive
Altoona, WI 54720-1470

201-2116-01-000
Brian Johnson
619 N. Moonlight Drive
Altoona, WI 54720-1420

201-2116-02-000
Duchesneau Family Trust
611 N. Moonlight Drive
Altoona, WI 54720-1420

201-2116-03-000
Karen Preston
603 N. Moonlight Dr
Altoona, WI 54720-1420

201-2116-04-000
Alco Acquisition LLC
1301 Park Creek Ct
Fall Creek, WI 54742-5314

201-2116-05-000
Scott Carlson
2220 Lake Road
Altoona, WI 54720-1459

201-2116-06-000
Mark & Nicole Erickson
2212 Lake Road
Altoona, WI 54720-1459

201-2116-07-000
Carolyn Carlson
2204 Moonlight Bay Drive
Altoona, WI 54720-1452

201-2116-08-000
Matthew Wendt
2196 Moonlight Bay Drive
Altoona, WI 54720-1430

201-2116-09-000
Jeffrey Goettl
2120 Moonlight Bay Drive
Altoona, WI 54720-1430

201-2116-10-010
Susan Cray Borman
2104 Moonlight Bay Drive
Altoona, WI 54720-1430

201-2322-08-010
Tyler Tomesh
2409 Timber View Court
Altoona, WI 54720-2632

201-2322-09-000
Adam Schillinger
2407 Timber View Court
Altoona, WI 54720-2632

201-2322-06-010
Paul Swartos
2411 Timber View Ct
Altoona, WI 54720-2632

201-2357-05-000
Thomas & Barbara Rugotzke
S 8960 State Road 27
Augusta, WI 54722-9353

201-2357-04-000
Eric Everson
2405 Lake Ct
Altoona, WI 54720-1491

201-2357-03-000
James Kaiser
2407 Lake Ct
Altoona, WI 54720-1491

201-2357-02-000
Theresa Ellis
2409 Lake Ct
Altoona, WI 54720-1491

201-2357-01-000
Craig Paroubek
2411 Lake Court
Altoona, WI 54720-1491

201-2356-10-000, 03, 01
Edsel Irvin
528 Otter Creek Pl
Altoona, WI 54720-5005

201-2356-09-000
Linda Semingson
2415 Lake Ct
Altoona, WI 54720-1491

201-2356-08-000
Malcolm & Carole Sikes
2417 Lake Court
Altoona, WI 54720-1491

201-2356-07-000
Larue Hanson
2419 Lake Ct
Altoona, WI 54720-1491

201-2356-06-000
Courtney White
2421 Lake Ct
Altoona, WI 54720-1491

201-2356-05-000
Wendy Blaskowski
2423 Lake Ct
Altoona, WI 54720-1491

201-2356-04-000
Kory Brock
2425 Lake Ct
Altoona, WI 54720-1491
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<td>Patricia Luepke</td>
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<td>Mark Dubois</td>
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<tr>
<td>6176 Sandstone Rd</td>
<td>3968 139TH Street</td>
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<tr>
<td>Eau Claire, WI 54701-5138</td>
<td>Chippewa Falls, WI 54729-5014</td>
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MEMORANDUM

TO: City of Altoona, c/o Mayor Pratt
FROM: John Robert Behling
DATE: October 21, 2020
RE: Plat Review and Approval

INTRODUCTION

You asked for guidance on the City Council’s authority when it comes to plat review and approval/rejection. Below is information on the authority of a city to approve/reject a proposed plat. It covers both language in Chapter 18 of the Altoona Ordinances and Chapter 236, Wis. Stats.

DISCUSSION

A. Ordinance

a. Preliminary Plat Review and Approval Procedure – Ord. § 18.11.020

The Plan Commission (the “Commission”) must approve or reject the preliminary plat within ninety (90) days of filing, failure to do so constitutes an approval.

The Common Council must then review and act upon the Commission’s recommendation. Ord. § 18.11.020. There is no mandatory language as to how the Commission or Common Council must vote, however, there are standards that must be met if a plat meets technical requirements and is still rejected.

b. Final Plat Review and Approval Procedure – Ord. § 18.11.030

Approval, or conditional approval, of a preliminary plat entitles the final plat to approval, provided the final plat conforms substantially to the preliminary plat, including any conditions of that approval, conforms to applicable local plans and ordinances, and is submitted within six (6) months of the last required approval of the preliminary plat.¹ Ord. § 18.11.020(b).

If the final plat is not submitted within six (6) months of the last preliminary plat approval, the Commission may refuse to approve the final plat. Ord. § 18.11.030(b)(3).

B. State/Common Law

Chapter 236, Wis. Stats., covers platting lands in the State of Wisconsin. This Chapter gives municipalities the authority to approve or reject plats and provides requirements for approval. Wis. Stat. § 236.10.

¹ A local plan used as a basis for rejection must be adopted as authorized by law. Wis. Stat. 236.11(1)(b).
Approval of the preliminary or final plat must be conditioned on compliance with the following:

“(a) The provisions of Wis. Stat. § 236.
(b) Any municipal, town, or county ordinance that is in effect when the preliminary plat is submitted. . . .” Wis. Stat. § 236.13(1).”

Wisconsin courts have found a local unit of government has no discretion to reject a proposed plat where the plats did not conflict with existing statutory requirements or with existing written ordinance . . . or rules as provided by such statutes. State ex rel. Columbia Corp. v. Town Bd. Of Town of Pacific, 92 Wis. 2d 767, 779, 286 N.W.2d 130 (Ct. App. 1979).

If the Common Council rejects a plat, the aggrieved person may appeal to the circuit court. If appealed, the standard of review is whether the rejection is arbitrary, unreasonable, or discriminatory. Wis. Stat. § 236.13(5). In this situation, the court would likely look at existing ordinances and statutes and at prior plat approvals/rejections to determine if there is a valid basis for the rejection.

CONCLUSION

To determine if a rejection is permissible, the Common Council will need to review the plat proposal and determine if it complies with all ordinances and state statutes. If the requirements in both the ordinances and statute are met, a rejection would likely result in an adverse court ruling, finding the decision arbitrary, unreasonable, or discriminatory.

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2 Wis. Stat. § 236.13 was amended in 2011 to remove subsection (c), which had a comprehensive plan/master plan as a basis for approval.
PLANNING DEPARTMENT

River Prairie Townhome Condominiums 2020 October 23

TO: Public Information

FROM: Joshua Clements AICP, City Planner

CC: Mike Golat, City Administrator
Mayor Brendan Pratt
Altoona City Council & Plan Commission

At yesterday’s Council meeting the Altoona City Council met in closed session regarding the Lake Road Townhome Condominium Project (the Project) to hear legal advice from City Attorney Behling regarding requirements related to the permitting process for the project. Provided below is a brief overview of the Project permitting process to date along with communication related to the next steps in the process.

As you may be aware, there are two important permitting actions related to the Project that have previously been approved by the Council; these actions include rezoning the property from Public and Conservancy and R1 One-Family Dwelling District to River Prairie Mixed Use District and approval of the Specific Implementation Plan, which outlines the specific details of the project as proposed. These actions were considered and approved by the Plan Commision and Council.

The next and final action required for the project to advance is approval of the condominium plat for the project. The plat review is required to assure the proposed land division needed to accommodate the project is consistent with the requirements of the City’s platting ordinance and State statutes. The preliminary plat for the project was reviewed and considered by the Plan Commission following two public hearings. The Plan Commission recommended that the City Council approve the plat.

Following the recommendation of the preliminary plat by the Plan Commission, the Developer requested the City Council withhold consideration of the plat at the September 24th Council Meeting. Doing so permitted the Developer to consider the feasibility of alternative land development proposals and to meet with the City to discuss such options. After deliberating the feasibility of several development scenarios that would result in a lower density project, the developer elected to move forward with the original proposal, determining none of the alternatives were acceptable. Therefore, the City Council will consider the preliminary condominium plat for the River Prairie Townhome Condominiums as originally proposed at its November 5th meeting.

The standard of evaluation of the condominium instrument is narrowly defined by ordinance. Specifically it is Council’s purview to confirm that the preliminary plat is, or is not, consistent with (a) the approved plan; and (b) local and State standards applicable to the land division. Please see the attached memo from Attorney Behling related to this issue.

As you will note, the City is obligated to schedule the prelimanary plat for consideration by Council and Council is obligated to review the preliminary plat for consistency with City ordinances and State statutes. Attorney Behling’s memo concludes if the requirements of both the ordinances and statute are met, a rejection would most likely result in an adverse court ruling.

While there will be no public hearing for this item, public input is always encouraged.

Joshua Clements
MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of THURSDAY, November 5 Council Meeting Items

Provided below for your consideration is a summary of the THURSDAY, November 5 Council Meeting agenda items.

(IX) NEW BUSINESS

ITEM 4 - Discuss/Consider approval of a Development Agreement for River Prairie Townhome Condominiums.

See Enclosed:
Proposed Development Agreement, River Prairie Townhome Condominiums

Enclosed is the proposed Development Agreement between the City and Developer providing standards, requirements and assurity for modification to or construction of public infrastructure and related provisions relating to the development. For this project, the agreement covers extension of sewer and water, and restoration to roadway and trail sections impacted by construction.

Suggested Motion: I move to approve / not approve the and Development Agreement for River Prairie Townhome Condominiums, and authorize the Mayor to sign upon provision of the development guarantee.
City of Altoona, Wisconsin

Development Agreement for River Prairie Townhome Condominium

By City of Altoona and GRIP Development, LLC

THIS AGREEMENT is entered into this day of , 2020, between the City of Altoona, Wisconsin, a Wisconsin municipal corporation (“City”) and GRIP Development, LLC (“Developer”) for the development of River Prairie Townhome Condominium (“Project”).

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

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

WHEREAS, the General Implementation Plan and Specific Implementation Plan (zoning permissions) for the Project was approved with certain conditions by the City Common Council on August 27th, 2020, and this Agreement serves as an implementation device; and

WHEREAS, the City has an accepted Purchase Agreement from the Developer dated May 28th, 2020, as may be amended, for the land subject to this Project, and this Agreement serves in addition to any provisions attached to the Purchase Agreement; and

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

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

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

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

   “Contractor” shall mean the general/prime contractor and its subcontractors hired or retained by Developer to construct improvements under this Agreement.
“DPW/CE” shall, at the sole option of the City, include either or both of the City’s Director of Public Works or Consulting Engineer.

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

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

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

“Specific Implementation Plan” (“Plan”), shall mean the zoning permission consistent with Altoona Municipal Code and approved with conditions on August 27th, 2020 or as subsequently amended with appropriate written City approvals.

2. The Developer shall, at its own expense, construct water systems, storm drainage facilities, sidewalks, multi-use trails, tree planting, and modify existing public infrastructure as specified herein. The aforementioned improvements shall be performed in strict conformity with the Altoona Municipal Code, approved Specific Implementation Plan and associated conditions, applicable City of Altoona Standard Specifications, and, more specifically, requirements outlined in the Special Conditions for Subdivision Development. (Attachment A).

3. No work shall commence on the required improvements until written approval of the plans and specifications has been obtained by the Developer from City and this Agreement has been fully executed, including the required insurance and Performance Guarantee. No work shall commence on the required improvements until the Developer, Developer’s Engineer, and DPW/Public Works Director and necessary City staff meet on the site for a pre-construction meeting.

4. The Developer shall furnish the City, prior to starting any construction work, with a certified check or irrevocable letter of credit in a form approved by the City Attorney in the amount of One Hundred Twenty Five Percent (125%) of the estimated cost of the required improvements, as a guarantee of the performance by the Developer (the “Performance Guarantee”). The required sum of the Performance Guarantee is set forth in Attachment A to this Agreement. It is understood that the Performance Guarantee shall guarantee all costs of the required improvement specified herein together with engineering, legal, contingency, and inspection expenses. The City shall be named beneficiary of the certified check or irrevocable letter of credit, which shall be held by the City for the duration of the project in its name.

Reduction in the Performance Guarantee may be granted upon written request by the Development as described in Attachment A.
5. The Developer shall provide the City with plans and specifications for each of the required improvements prepared by a Registered Professional Engineer licensed in the State of Wisconsin. The plans and specifications shall be prepared in accordance with this Agreement and will be subject to review and written approval by the DPW/Public Works Director or designee. Upon written approval, said plans and specifications shall be incorporated and made a part of this Agreement as Attachment B. No deviation from the approved plans and specifications shall be permitted unless approved in writing by the DPW/Public Works Director or designee.

6. Prior to commencing development on the required improvements, the Developer shall submit, for City approval, a written progress schedule indicating the proposed order of completion of the required improvements covered by this Agreement. Upon approval, said schedule and completion dates are hereby made a part of this Agreement, as Attachment C. The Developer shall periodically provide, as well as upon request, progress updates regarding the development schedule and completion dates. Upon receipt of written notice from the Developer of the existence of causes over which the Developer has no control, the City, at its discretion, may extend the completion date, and the Performance Guarantee shall be continued to cover the work performed to construct the required improvements during the extension of time. No construction (including grading) shall start until the schedule is approved.

7. The Developer shall furnish, at its own expense, all engineering services for the project, including but not limited to:

(a) Preparation of complete plans and specifications for the required improvements by a registered Professional engineer licensed to practice in the State of Wisconsin.

(b) Submittal of Notice of Intent (NOI), as required by Wisconsin Administrative Code.

8. In addition, the Developer shall furnish or perform the following at its own expense, except as otherwise specified herein:

(a) Reimbursement to the City for all costs incurred by the City or its agents to complete plan review to assure compliance with the approved plans and specifications.

(b) Full-time resident inspection by the Developers’ Engineer during all construction activities conducted within the public right-of-way on Public Improvements. No work shall be performed within the public right-of-way unless the Developer’s inspector is present on the site. The Developer’s inspector shall keep daily inspection records, a copy of which shall be submitted to the DPW/Public Works Director upon reasonable request. The Developer’s inspector shall be a Wisconsin Professional Engineer obtained by Developer or working under the supervision of a Wisconsin Professional Engineer obtained by Developer.

(c) Upon completion of the required improvements, provision to the City of a full set of as-built record drawings, plans and files in electronic format as well as a summary of all project costs. Said as-built record drawings, plans and files shall be submitted within 60 days of final project acceptance. The Performance Guarantee will not be released until the as-buils are received.
Upon completion of the required improvements, the Developer shall provide the City with applicable testing results showing all applicable standards have been met prior to acceptance of the required improvements by the City.

8. The City shall not exercise direct supervision and inspection of the improvements during the construction operations. The DPW/Public Works Director, or designated representative, may make periodic visits to the site of the required improvements and may require that certain tests be made to assure compliance with City standards and the approved plans and specifications. The City shall work with the Developer’s Engineer as the official representative of the Developer concerning engineering and construction matters.

9. The Developer agrees that the required improvements shall be completed to the highest quality and performed in a workmanlike manner and that all materials and labor shall be in strict conformity with the approved plans and specifications and improvement standards of the City. All materials, labor and workmanship shall be subject to the inspection and approval of the City or a duly authorized representative of the City. Any material or labor rejected by the City as defective or unsuitable shall be removed and replaced with approved materials and workmanship to the satisfaction and approval of the City. Said removals and replacements shall be at the sole expense of the Developer.

10. Upon completion of all the required improvements, the DPW/Public Works Director and the Developer’s Engineer shall make a final inspection of the improvements. Before release of the Performance Guarantee is made, the DPW/Public Works Director shall be satisfied that all work has been completed in accordance with the approved plans and specifications. The Developer’s Engineer shall submit a written statement attesting to the same prior to final project acceptance by the DPW/Public Works Director. The Developer shall be responsible for scheduling the final inspection and for receiving a written final acceptance of all the required improvements from the DPW/Public Works Director.

11. The Developer shall warrant and guarantee its own and its Contractor(s) performance as well as all materials supplied by its Contractor(s) and all of the work furnished under this Agreement against any defect in workmanship of material for a period of one (1) year, except that all concrete work shall be warranted and guaranteed for (3) three years, following the date of final project acceptance of the required improvements by the City. Under this warranty and guarantee the Developer agrees to make repair and/or replace, as the case may be, without delay, at his own expense, any failure of any such work due to faulty materials, construction or installation or to the failure of any such equipment to successfully perform all the work put upon it within the limits of the specifications and further shall repair and/or replace, as the case may be, any damage to any part of the work caused by such failure.

12. Insurance Requirements.

(a) Developer shall assure its Contractor procures and maintains for the duration of the construction insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the Contractor, his agents, representative, employees or subcontractors.
(b) Minimum Scope of Insurance.
Coverage shall be at least as broad as: Insurance Services Office commercial general liability coverage, “occurrence” form CG 0001. Insurance Service Office form number CA 0001 covering automobile liability, code 1 “any auto” and endorsement CA 0025. Workers’ compensation insurance, as required in Wisconsin State Statutes, and employer’s liability insurance.

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

(d) Verification of Coverage.

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

13. Indemnification.

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

15. Attachment A, attached hereto, is incorporated into and made a part of this Agreement by reference. *(SPECIAL CONDITIONS FOR PROJECT DEVELOPMENT)*

16. Attachment B, attached hereto and incorporated herein by reference, are the approved Construction Plans and Specification documents.

17. Attachment C, attached hereto and incorporated herein by reference, is a construction schedule submitted by the Developer and approved by the City.

18. Miscellaneous Terms and Conditions.

(a) Variances between Code and Agreement. Should there be any discrepancies or variances between the requirements of the Altoona Municipal Code and this Agreement, this Agreement shall control to the extent of those variances.

(b) Laws of Wisconsin to Control. This Agreement shall be governed under, and construed pursuant to, the laws of the State of Wisconsin. To the extent of any inconsistency between the language of this Agreement and that of the aforesaid applicable Wisconsin law, the language contained in this Agreement shall control and/or prevail, to the fullest extent permitted by Wisconsin law. If a court of competent jurisdiction adjudicates any provision of this Agreement to be invalid or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect. Venue for dispute resolution shall be in the Circuit Court for Eau Claire County.

(c) Integration. Notwithstanding prior written agreements or understandings between the parties hereto pertaining to the subject matter hereof, this Agreement shall constitute the complete understanding and agreement of the parties hereto.

(d) Notices. Notices required or deemed to be advisable under the terms of this Agreement shall be personally delivered or mailed by first class mail to the following representatives of the parties hereto:

To City: Mike Golat
City Administrator
1303 Lynn Avenue
Altoona, WI 54720
(715) 839-6092
To Developer: GRIP Development, LLC  
2601 Morningside Drive  
Eau Claire, WI 54703  
Attn: Jason Griepentrog, Managing Member  
(715) 225-1923

(e) Assignment.  
Developer shall have no right, expressed or implied, to assign its rights and interest under this Agreement, without written consent of the City, which consent may be withheld.

(f) Binding Effect.  
All the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto to the same extent as if each successor and assign were in each case named as a party to this Agreement. This Agreement may not be changed, modified or discharged except by writing signed by both City and Developer.

(g) Waiver.  
No waiver of any default by Developer hereunder shall be implied from any omission by City to take any action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and the extent therein stated. One or more waivers of any covenant, term or condition of this Agreement by City shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

(h) Separability.  
Each and every covenant and agreement contained in this Agreement shall for all purposes be construed to be a separate and independent covenant and agreement. The breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein.

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

FOR: GRIP Development, LLC

By: ______________________________  
Jason Griepentrog, Managing Member

FOR: City Of Altoona

By: ______________________________  
Brendan Pratt, Mayor
ACKNOWLEDGMENT: Everyday Surveying and Engineering LLC (Developer’s Engineer)

By: ______________________________

Print Name: __________________________ Title: ______________________________

Attachments:
Attachment A: Special Conditions for Project Development
Attachment B: Approved Construction Plans and Specifications
Attachment C: Approved Construction Schedule

Attachment A: SPECIAL CONDITIONS FOR PROJECT DEVELOPMENT

(1) PROJECT INFORMATION

PROJECT: River Prairie Townhome Condominium

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

ENGINEER
(Name): Everyday Surveying and Engineering LLC
(Address): 1818 Brackett Avenue
Eau Claire, WI 54701
(Telephone): 715-831-0654
(Contact Person): Mark Erickson, P.E.

CONTRACTOR
(Name): GRIP Development, LLC
(Address): 2601 Morningside Drive
Eau Claire, WI 54703
(Telephone): 715.829.9756
(Contact Person): Matt Bartow
PERFORMANCE GUARANTEE

Type: Letter of Credit
Amount: $106,629

FINANCIAL INSTITUTION

(Name): $$$$
(Address): 
(Telephone): 
(Contact Person): 

(2) SCOPE OF WORK

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

(a) The Developer shall provide all site grading, multi-use trail construction, erosion and sediment control, potable water systems, storm drainage facilities, sanitary sewers, street improvements, trees and other miscellaneous work in conformance with City standards and approved plans and specifications as necessary.

(b) The Developer shall pay to the City the actual cost incurred by the City for civil plan review and approval.

(c) The Developer shall provide, describe, and dedicate all required easements to the City for public use including: drainage and/or utility easements, should any exist. The aforementioned easements shall be dedicated by the Developer upon approval by the City.

(d) The Developer shall assure that iron monuments are placed and/or preserved at all lot and block corners, and at all angle points on the boundary lines. Iron monuments shall be in place after all work has been completed in order to preserve the lot markers for future property owners and the public interest.

(e) The Developer shall be responsible for keeping streets within and outside the project area swept clean of dirt and debris that may spill or wash onto the streets from the construction operations.

(f) The Developer shall be responsible for assuring sediment and erosion control best management practices are implemented during all construction activities. Developer shall also be responsible for the cleaning of the storm drainage facilities, storm sewers, ditches, ponds, etc., necessitated by erosion. The Developer’s Performance Guarantee shall cover all required maintenance costs. The Developer shall be responsible to maintain erosion control measures until all work identified in this Agreement been completed. The Developer shall remove all sediments attributed to this development that accumulate in downstream drainage facilities prior to the final release of the Performance Guarantee

(g) Multi-Use Trails

Multi-use Trails and other walkways shall be constructed in accordance with the Specific Implementation Plan for “River Prairie Townhome Condominium” to City of Altoona standard specifications, and as otherwise provided for in this agreement.
The Developer shall be responsible for requests for underground utility locates for work covered under this Agreement until the City receives the as-built record drawings, plans and files for the completed work. The Developer shall notify local private utilities and direct them to contact the Developer for utility locates within the actual work limits of this Agreement. The City will continue to be responsible for locating City utilities that were accepted by the City prior to the date of this Agreement and were not modified by this Agreement. The local private utilities include cable television, electric, gas, telephone, and other local communications companies.

Rock excavation, if any, shall comply with the City engineer’s standard specifications.

Developer shall be responsible for and pay all costs associated with the installation of temporary traffic control signage.

All of the required improvements for Phase I, as indicated in the approved plans, must be completed within one (1) year from the date of this Agreement.

The Performance Guarantee shall remain in force until the outlined project scope detailed within this Agreement is complete in every respect.

Reductions in the Performance Guarantee may be authorized and approved based on the following conditions:

1. As work progresses on installation of required improvements constructed as part of this Agreement, the Director of Public Works, upon written request from the Developer from time to time, is authorized to recommend a reduction in the amount of Performance Guarantee as hereinafter provided. When portions of construction of the required improvements (water, street, sidewalk or other improvements) are completed by the Developer and determined acceptable by the Director of Public Works, the City Administrator for City is authorized, upon submission of lien waivers by the Developer’s Contractors, to reduce the amount of the Performance Guarantee. The amount of the Performance Guarantee may be reduced at the time all underground utilities are installed, tested, and accepted by the City.

2. The amount of the Performance Guarantee remaining shall be equal to one hundred twenty-five percent (125%) of the estimate of the Director of Public Works of costs of required improvements remaining to be completed and accepted and to insure performance against defects in workmanship and materials on work accepted. When the construction on the major components of required improvements have been substantially completed, except for work which cannot be completed because of weather conditions or other reasons which, in the judgment of the Director of Public Works are valid for non-completion, the City Administrator of City is authorized to accept a reduction in the amount of the Performance Guarantee to an amount which, in the estimate of the Director of Public Works, is sufficient to cover the work remaining to be completed for the required improvements, including performance of the one (1) year warranty and guarantee period against defects in workmanship and materials. As a further guarantee that all obligations under this Agreement for the required improvements are satisfied, the Director of Public Works shall approve, prior to the commencement of construction of the required improvements, the Contractor and subcontractors who are to be engaged in the construction of utilities or street improvements on the street right-of-way to be dedicated. The Common Council of City, at its option, may extend the Performance Guarantee period for additional periods not to exceed one (1) year each if deemed warranted.
(n) The Developer shall furnish the City of Altoona DPW/Public Works Director a copy of the as-built record drawings prior to the first reduction of the Performance Guarantee.

(3) **SPECIAL CONDITIONS**

(a) The conditions of approval of the General Implementation Plan and Specific Implementation Plan by the City of Altoona Common Council for “River Prairie Townhome Condominium” on August 27th, 2020 as well as any conditions listed on the Offer to Purchase of the subject properties between the City and Developer dated May 28th, 2020 or as subsequently amended are hereby incorporated by reference.

(b) A development sign depicting an illustration of the finished project shall be erected at the site visible to passers-by, prior to clearing any existing trees or commencing land disturbance activities. The sign shall remain and be maintained until Phase I is complete.

(c) The entirety of the private drive shown in the approved plans, including Phase I and Phase II, shall be completed no later than 36 months following occupancy of any buildings in Phase I. The interim turn-around area shall be maintained as an all-weather surface, free from erosion and cleared of snow.

(d) All reasonable measures shall be utilized to prevent the spread of Oak Wilt disease.

(e) The Developer shall create and the City approve of a Traffic Control Plan prior to undertaking construction activities. The Developer shall coordinate with the City regarding temporary closures or other traffic disruptions on Lake Road due to utility work, road restoration, construction or any other activities associated with this Project.

(4) **MINIMUM ASSESSED VALUATION**

Left intentionally blank.

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

Total Phase I .................................................................................................................. $ 85,303

(6) **PERFORMANCE GUARANTEE COMPUTATION:**

Total ............................................................................................................................... $ 85,303

Total x 125%..................................................................................................................... $ 106,629
(7) SUGGESTED MOTION

I move approval of the development agreement between the City of Altoona and GRIP Development for River Prairie Townhome Condominium and authorize the Mayor to sign subject to provision of the performance guarantee and final approval of the civil plan.
MEMORANDUM

TO: Altoona City Council
FROM: Michael Golat, City Administrator
SUBJECT: Summary of THURSDAY, November 5 Council Meeting Items

Provided below for your consideration is a summary of the THURSDAY, November 5 Council Meeting agenda items.

(IX) NEW BUSINESS

ITEM 5 - Public Hearing at 6:05pm or as soon thereafter is practicable regarding Ordinance 11A-20, an Ordinance amending Title 19 “Zoning” of Altoona Municipal Code, Section 19.56.070 “Fences and Walls” regarding fences on unsewered property. (Discussed at the October 27th Plan Commission meeting)

See Enclosed:
• Proposed Ordinance 11A-20

The Plan Commission discussed modifications to the fence standards for unsewered properties during the October 8th meeting, and directed staff to generate ordinance language to consider. During the October 27th meeting the Plan Commission voted 6-1 to recommend disapproval of Ordinance 11A-20.

Presently, on residential properties, fences in front and street side yards may be no greater than three feet in height, and 50% open. Screening fences up to eight feet in height are permitted in interior side and rear yards. The purpose "is to provide for the coordination of design and location of fences and walls to maximize the positive interrelationship of building and public street, maintain visual access and security due to lines of sight” by controlling the character of fences between the building and the street, while allowing screened outdoor space to the side and rear. There are an unknown number of non-conforming fences that were installed prior to 2005 when the current front-yard fence standards were adopted.

The proposed modifications create three tests to regarding placement of fences greater than three feet in height on properties improved with a home with on-site septic system:
• Not less than 10 feet from the right-of-way;
• Not less than 30 feet from the pavement edge of the existing roadway.

These tests are intended to maintain sightlines for motorists and trail users and reasonably avoid disruption to the fence should improvements within the right-of-way cause disruption within the first few feet of property. All other standards apply, including corner vision triangle applied to driveways. The minimum 10 foot setback is consistent with standards for fences considered as conditional uses for residential properties across a public right-of-way from industrially-zoned property.

These properties, by their nature, are large parcels. Most are along Lake, South Beach, Moonlight, and East Willson Drive. However, Hillside Drive, accessed from 10th Street West, also features at least 11 unsewered lots.

The rationale discussed at the October 8th meeting regarding visual access and continuity between homes and their front yards and the public way may be reasonable. However, fences do not obstruct septic fields in a manner that homes or pavement.

The proposed modification to the code would create a new "subclass" of properties enabling an improvement not permitted to properties elsewhere in the City. These properties are already very large and generally not constrained with regard to space. The preference and rationalization expressed for allowing the location of fences could be attempted by property owners elsewhere in the City expressing desire for a privacy fence in part or all of their lot. The perception may be created that this change creates a new privilege to owners of what are high-value and desirable properties not available to the rest of city residents.

Suggested Motion: I move to close the public hearing.

ITEM 6 - Discuss/Consider approval of Ordinance 11A-20, an Ordinance amending Title 19 “Zoning” of the Altoona Municipal Code, Section 19.56.070 “Fences and Walls”.

See ITEM 5 for materials and summary.

Suggested Motion: I move to approve / not approve Ordinance 11A-20.
ORDINANCE NO. 11A-20


THE COMMON COUNCIL OF THE CITY OF ALTOONA DOES HEREBY ORDAIN AS FOLLOWS:

Section One:
That Section 19.56.070 “Fences and Walls” be amended regarding fences on unsewered properties.

Section Two:
A copy of Section 19.56.070 as amended is permanently on file and open to public inspection in the office of the Altoona City Clerk, and is incorporated by reference herein.

Section Three:
This Ordinance shall take effect and be in force from and after its passage and publication.

Dated this 5th day of November, 2020.

Brendan Pratt, Mayor

Cindy Bauer, City Clerk

Approved: 11/05/2020
Published: 11/05/2020
Adopted: 11/05/2020

This instrument drafted by Joshua Clements, City Planner
19.56.070   Fences and Walls.

   A. The intent of this section is to provide for the coordination of design and location of fences and walls to maximize the positive interrelationship of building and public street, maintain visual access and security due to lines of sight. For the purposes of this Section a “fence” is defined as a barrier of any material intended to prevent ingress or egress. (part Ord 12-17, 2017)

   B. No person shall hereafter construct or cause to be constructed or erected within the city, any fence without first paying a fee, the applicable amount listed within the City of Altoona’s abbreviated fee schedule found in Chapter 3.08 of the City of Altoona code and obtaining a building permit from the building inspector issued in compliance with the following minimum requirements:

1. All boundary line fences shall be located entirely on private property of the person constructing or causing the construction of such fence, unless the owner of the property adjoining agrees, in writing, that such fence may be erected on the boundary line of the respective properties.

2. Every fence shall be constructed in a workmanlike manner and of substantial material reasonably suited for the purpose for which the fence is proposed to be used. Every fence shall be maintained in good repair and aesthetic condition and shall not be in a condition of disrepair or constitute a hazard or nuisance, public or private. Any fence which is dangerous to the public safety, health or welfare shall constitute a public nuisance and the building inspector shall commence proper proceedings for the abatement thereof.

3. Every fence shall be installed in such a manner so that it has a finished surface that faces the exterior of the lot upon which the fence is located. In this subdivision, “finished surface” means that side of a fence which does not contain any exposed supporting posts or framing members; provided, that in the case of a double-sided fence, where an equal amount of supporting posts and framing members are visible on both sides of the fence, each side shall be considered to be a finished surface.

   a. The design and materials for walls and fences shall be coordinated with the design and materials of the principal buildings and should have substantially similar detail. This is not intended to require identical materials and design. (part Ord 12A-17, 2017)
   b. Acceptable materials for constructing fencing, landscape walls, and decorative posts include wood, stone, brick, wrought iron, chain link, wire mesh, polyethylene and similar materials approved by the Zoning Administrator. Wire mesh fencing is not permitted within required front yard or street yard areas. Chain link fencing is not permitted within required front yard. Vinyl coated chain link fencing may be installed on a corner lot within the side street yard area subject to the requirements of Section 19.56.043.
   c. Barbed wire fencing is prohibited in any location. (part Ord 9A-14, 2014)
   d. Pressure treated lumber shall not be permitted unless stained or painted. Plywood or similar unfinished wood panel is not permitted.
   e. Smooth faced concrete blocks or non-architectural poured walls used to construct a wall shall be covered with brick or some other decorative block or dimensional materials such as a stained block product. Painted or colored smooth faced concrete bricks or blocks shall not be considered decorative block.
   f. Temporary fencing, including the use of wood or plastic snow fences, is allowed without a permit for the purposes of protection of excavation and construction sites, and the protection of plants during grading and construction, provided such a fence is removed once the construction activity is complete.
   g. Alternative fencing materials not listed in this subsection may be considered with the approval of a conditional use permit, provided:
      i. The proposed fence is decorative in appearance and appropriate for use in the proposed setting;
ii. The proposed fence will be constructed of appropriate durable materials for its intended use and setting;

iii. The proposed fencing is determined to be equal to or higher in aesthetic quality than what would otherwise be permitted in its proposed location. A sample of the proposed fencing material and design shall be provided by the applicant for evaluation at the time of application filing.

5. Fences greater than 36 inches that completely encloses any portion of property shall feature not less than one gate such that egress may be granted by a manner other than through a structure. Fences that abut an alley shall feature a gate that provides egress from the alley. Gates may feature a locking mechanism of the owner’s selection. All hinged gates shall swing inward toward the lot on which the fence is erected.

6. No advertising or signs shall be permitted on any fence in any zoning district.

C. In all residential districts, fences are permitted, subject to the following requirements and limitations:

1. Except as provided in paragraph 5 and 6 below, fences are allowed no closer than thirty feet from a public right-of-way or up to the point where the building line of the principal building would intercept, whichever is less. (Part Ord 12A-17, 2017)

2. Fences on all corner lots shall not interfere with the vision triangle as set forth in Section 19.56.055. Fences on corner lots shall comply with both the front yard setback and the side street side yard setback as set forth in Section 19.56.043.

3. Fences may be constructed to a height of no more than eight feet. (Ord. 5A-10, 2010)

4. No fence shall be erected within three feet of an alley right-of-way.

5. Fence materials may be used as landscaping in front yards and in side street side yards on corner lots where fences are otherwise prohibited subject to the following:

a. Material must be installed with an open, non-screening, aesthetically ornamental pattern. Examples would be a split rail design or a picket design if at least 50% open.

b. Material is limited to 36 inches at any point above grade.

c. A minimum two (2) foot setback at the right of way shall be required. Landscaping fences within a vision triangle shall comply with Section 19.56.055.

6. **Fences on Unsewered Lots.**

   a. This subsection shall apply exclusively to property improved with a dwelling that is served by an on-site septic system.

   b. Fences may be allowed no closer than ten feet to the public right-of-way, or thirty feet from the pavement edge of the road, whichever is greater. Vision triangle standards shall also apply to driveways. Landscaping fences described subsection 5 my be permitted as described therein.

6. **Fences on Corner Lots**

   a. Where residential property is a corner lot as defined in this Chapter and has non-conforming rear or interior side setback, a fence may be permitted up to a distance of one-half of the required minimum building setback on the street-facing side yard, provided no such fence may be higher than six feet at any point, constructed entirely of decorative material greater than 66% open, non-screening, aesthetically ornamental pattern. Such a fence is not permitted within the front yard as defined in 19.56.043, nor within the portion of the side street yard that is perpendicular to the front building elevation. (part Ord 12A-17, 2017)

   b. Fences on corner lots shall be subject to all other provisions of this Chapter.

7. **The plan commission may issue a conditional use for a front yard screening fence or side street side yard screening fence in residential districts where the residential property is directly across the intervening right-of-way from an industrial district as determined by a line perpendicular to the traveled portion of the right-of-way. In this subsection “screening fence” means a fence that is opaque and not in compliance with Section 19.56.070 C. 5.a. The installation of such fence shall be subject to the conditions outlined in a. through c. below, and to such other conditions as the plan commission shall impose.**

   a. The fence may be constructed to a height to protect health, safety and welfare.
b. A minimum ten (10) foot setback from the right-of-way shall be required.

 c. Such residential district fence shall only be conditionally permitted so long as there is no screening fence approved by the zoning administrator or by the plan commission on the corresponding industrial district property. At such time that an approved screening fence is installed on the industrial district property, the front yard screening fence on the corresponding residential district property shall be removed. (Ord 12C-05, 2005 (part)), (Ord 5A-10, 2010).

D. Boundary line fences within all commercial districts.

 1. Fences shall not exceed six feet in height except that the plan commission may issue a conditional use permit for a higher fence provided:
     a. The applicant has an approved open sales lot; or
     b. An open sales lot classified as a nonconforming use; or
     c. A commercial operation which has approved storage of equipment outside the building; or
     d. The use could be dangerous to the public; or
     e. The use is for aesthetic screening.
     f. The applicant can show that for security reasons a fence six feet in height will not be adequate.

 2. Front yard fences and side-street side yard fences are prohibited except where approved as ornamental landscaping fences by plan commission plan review.

 3. Fences abutting R districts shall conform to the provisions of section 19.40.080.

E. Boundary line fences in all industrial districts

 1. Fences shall not exceed eight feet in height, except that the plan commission may issue a conditional use permit for a higher fence where the applicant can show that it is for a security reason. Fences which are primarily erected as a security measure may have arms projecting into the applicant's property on which barbed wire may be fastened, commencing at a point at least seven feet above the ground.

 2. Front yard fences and side-street side yard fences are prohibited except where approved as ornamental landscaping fences by plan commission plan review.

 3. Fences abutting R districts shall conform to the provisions of section 19.44.070.

F. Non-conforming fences in all districts.

 1. “Nonconforming fence” defined: Fences legally existing as of the effective date of this ordinance which do not conform to the provisions of this section, shall be legal nonconforming fences.

 2. “Alteration” defined: For purposes of this section, alteration of a fence is considered to be any change to the exterior appearance of any part of the fence.

 3. “Maintenance” defined: For purposes of this section, maintenance of a fence consists of ordinary and customary repairs and upkeep of the existing appearance of the fence which results in absolutely no change in the appearance of the fence from that originally existing.

 4. Alterations prohibited: No legal nonconforming fence shall be altered or moved to a new location without being brought into compliance with the requirements of this section.

 5. Maintenance permitted: Legal nonconforming fences may be maintained. (Ord. 8D-05, 2005).
ITEM 7 - Public Hearing at 6:10 pm or as soon thereafter is practicable regarding a Certified Survey Map for “Finland Flats”, parcels #20110360200 and #20110360100. (Discussed at the October 27th Plan Commission meeting)

See Enclosed:
Proposed CSM: Finland Flats (Revised)

As you may recall, a CSM for Finland Flats, approximately 17.1 acres located at the SW corner of Highway 12 and Mayer Road, was approved on January 23rd as a three-lot land division with dedication of public right-of-way. The original CSM was not recorded due to feedback and ongoing work with the County and completion of the final civil plan. Since that time, the owner has secured interest in a portion of the property and is seeking to add an additional lot. The alignment of City right-of-way is the same as the original.

Changes since previous:
Four Lot CSM (instead of 3)
Minor modifications along Mayer Road due to existing County infrastructure.
Creation of utility and trail easement along Mayer Road

Suggested Motion: I move to close the public hearing.

ITEM 8 - Discuss/consider approval of a Certified Survey Map for “Finland Flats” as described in Item 7.

See ITEM 7 for materials and summary.

Suggested Motion: I move to approve/not approve the CSM for Finland Flats
CERTIFIED SURVEY MAP NO.

Part of the Northeast Quarter of the Southeast Quarter, Section 25, Township 27 North, Range 9 West, City of Altoona, Eau Claire County, Wisconsin.

LEGEND
- FOUND ALUMINUM MONUMENT (UNLESS NOTED)
- FOUND 1" OUTSIDE DIAMETER IRON PIPE
- FOUND 3/4" IRON BAR
- SET 1" OUTSIDE DIAMETER BY 18" IRON PIPE, 1.13 POUNDS / LINEAR FOOT
- SET 1 1/4" X 18" IRON BAR, 4.30 POUNDS / LINEAR FOOT

BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 25, WHICH IS ASSUMED TO BEAR 50°09'05"E.

FOOTNOTES:
1. Property is subject to Eau Claire Electric Cooperative easement recorded as document number 915885. (Portions of this easement are to be released by a separate document.)
2. Section corner ties have been verified.
3. Fieldwork was completed on 2-xx-2020.
4. See detail on sheet 2 for County Road "AA" dedication and easements.

LOT 1
224,369 SQUARE FEET
5.15 ACRES

LOT 2
196,020 SQUARE FEET
4.50 ACRES

LOT 3
86,727 SQUARE FEET
1.99 ACRES

LOT 4
140,066 SQUARE FEET
3.22 ACRES

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OWNER:
Finland Holding Group, LLC
2244 Bradwood Avenue
Altoona, WI 54720

SHEET 1 OF 4 SHEETS

PRELIMINARY SURVEY MAP

EOP: (715) 831-0654 • EMAIL: INFO@KLDS.NET
CERTIFIED SURVEY MAP NO.

VOLUME

PAGE

Part of the Northeast Quarter of the Southeast Quarter, Section 25, Township 27 North, Range 9 West, City of Altoona, Eau Claire County, Wisconsin.

DETAIL

"DEDICATED TO THE PUBLIC"

3.40'

UTILITY & PUBLIC PEDESTRIAN EASEMENT (WIDTH VARIES)

LOT 2

LOT 4

"DEDICATED TO THE PUBLIC"

WIDTH VARIES

EVERYDAY SURVEYING & ENGINEERING

1818 BRACKETT AVENUE • EAU CLAIRE, WI 54701

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

1818 BRACKETT AVENUE • EAU CLAIRE, WI 54701

PH: (715) 831-0654 • EMAIL: INFO@KLDS.NET
SURVEYOR'S CERTIFICATE:

I, Jeffrey C. Stockburger, Professional Land Surveyor in the State of Wisconsin, do hereby certify that by the order of Jerome Lanners, I have surveyed part of the Northeast Quarter of the Southeast Quarter, Section 25, Township 27 North, Range 9 West, City of Altoona, Eau Claire County, Wisconsin.

The parcel is more particularly described as follows:

Commencing at the East Quarter Corner of said Section 25;
Thence S00°09’05”E, 660.48 feet along the east line of the Southeast Quarter;
Thence N89°56’38”W, 61.64 feet;
Thence N89°56’38”W, 1,258.48 feet;
Thence N00°00’31”W, 602.61 feet to the south right-of-way line of United States Highway “12”;
Thence N89°56’39”E, 0.55 feet along said right-of-way line;
Thence S84°54’51”E, 170.06 feet along said right-of-way line;
Thence S89°54’04”E, 943.91 feet along said right-of-way line;
Thence S78°46’39”E, 112.56 feet along said right-of-way line;
Thence S49°51’25”E, 170.06 feet along said right-of-way line to the west right-of-way line of County Road “AA”;
Thence S00°21’51”W, 239.14 feet along said right-of-way line;
Thence N89°17’28”W, 20.99 feet along said right-of-way line;
Thence S00°42’12”W, 278.84 feet to the point of beginning.

Said parcel contains 746,811 square feet or 17.14 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: 19109

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 __________________, __________ by the Altoona Common Council

_________________________________________________________________
Brendan J Pratt		Title
CERTIFIED SURVEY MAP NO. __________________
VOLUME ____________ PAGE ____________

Part of the Northeast Quarter of the Southeast Quarter, Section 25,
Township 27 North, Range 9 West, City of Altoona, Eau Claire
County, Wisconsin.

CERTIFICATE OF DEDICATION

Finland Holding Group, LLC, a corporation organized and existing under and by virtue
of the laws of the State of Wisconsin, as owners do hereby certify that said company
causede the land described on this Certified Survey Map to be surveyed, divided,
mapped and dedicated as represented on the Certified Survey Map. Finland Holding
Group, LLC does further certify that this Certified Survey Map is required by S.236.10
or 236.12 to be submitted to the following for approval or objection.

------- City of Altoona
------- Eau Claire County Highway Department

In witness hereof, the said Finland Holding Group, LLC has caused this document to
be signed by Jerome Lanners it's member.

On this ___________ day of __________________, 2020.

Jerome Lanners, Member
Finland Holding Group, LLC

State of Wisconsin

County of ________________ ss

Personally came before me, this ___________ day of __________________, 2020. The
above named Jerome Lanners to me known to be the same person who executed the
foregoing instrument and acknowledged the same.

Notary Public

My commission expires __________________ .

CERTIFICATE OF DEDICATION

Resolved, that the County Road "AA" being dedicated to the public as shown on this Certified Survey Map in the
City of Altoona, is hereby approved and accepted by the Eau Claire County Highway Department.

Date ___________ Approved _______________________

Date ___________ Signed __________________________
MEMORANDUM

TO: Altoona City Council
FROM: Michael Golat, City Administrator
SUBJECT: Summary of THURSDAY, November 5 Council Meeting Items

Provided below for your consideration is a summary of the THURSDAY, November 5 Council Meeting agenda items.

(IX) NEW BUSINESS

ITEM 9 - Discuss/consider Resolution 11B-20, a Resolution declaring property as “blighted area” for 211 and 213 Division Street.

See Enclosed:
Resolution 11B-20
DNR Email 2020-1026 Environmental Liability Exemption

City staff have completed tours and assessments of 211 and 213 Division Street, comprising five tax parcels totaling approximately 0.52 acres. This assessment included a Phase I Environmental Assessment and building inspections. The findings include conditions that meet the definition of “blighted area” of WI Stats. Sec. 66.1331(3)(a).

The City has the opportunity to acquire the property for the purposes of blight elimination, consistent with Statue. In order to proceed within the environmental liability exemption available to local governments, the Council must pass a resolution confirming and accepting the findings of blighted area.

Suggested Motion: I move to approve / not approve Resolution 11B-20 declaring blighted area.
Resolution 11C-20
Dedication of Blight

Whereas, the City of Altoona has studied the properties described in Exhibit A and visually illustrated in Exhibit B and determined that conditions exist sufficient to meet the statutory definition of a blighted area under Wis. Stats § 66.1331 (3)(a); and

Whereas, a Phase I environmental study was conducted on each property and identified findings of conditions consistent with blight and justify Phase II Environmental Review; and

Whereas, City and County staff have completed inspections of each structure and property and finds that each are dilapidated and structurally deficient; and

NOW THEREFORE, BE IT RESOLVED:

The City Council of the City of Altoona does hereby declare that the properties described in Exhibit A as blighted area in need of projects that will eliminate the blighting conditions documented by City Staff and its contractors.

The City may proceed to take title of the blighted properties for the purpose of blight elimination consistent with Wis. Stats § 66.1331.

Adopted this 5th day of November 2020

______________________________
Mayor Brendan Pratt

Attest: _________________________
Cindy Bauer, City Clerk

Drafted By: Joshua Clements, City Planner
EXHIBIT A
Description of lands subject to findings of blighted area declaration

1. Eau Claire County Parcel 201200203000

Part of Lot 3 Block 1 Original Plat and Additions of East Eau Claire now to the City of Altoona described in the following two parcels: Beginning 66’ N of the SE corner of said Lot 3 then N 21’ then northwest 72.5’ to a point on the W line of said Lot 3 being 16’ S of the NW corner of said Lot 3 then S 50’ then E 66’ to point of beginning; Also the N 44’ of the S 66’ of said Lot 3; also part of Lot 4 Block 1 Original Plat of East Eau Claire described in the following two parcels: Beginning 66’ N of the SE corner of said Lot 4 then N 50’ then NW 39’ to a point on the N line of said Lot 4 being 31’ W of the NW corner of said Lot 4 then W 31’ then S 66’ then E 66’ to point of beginning; Also the N 44’ of the S 66’ of said Lot 4 except therefrom the S 1.19’ of the W 50’.

2. Eau Claire County Parcel 201200204000

The S 22’ of Lot 4 Block 1 and the W 50’ of N 1.19’ of the S 23.19’ of said Lot 4 Block 4 all to the Original Plat and Additions of East Eau Claire now to the City of Altoona.

3. Eau Claire County Parcel 201200110000

The S 22’ of Lot 3 Block 1 Original Plat and Additions of East Eau Claire now to the City of Altoona.

4. Eau Claire County Parcel 201200106000

Lot 2 Block 1 Original Plat and Additions of East Eau Claire now to the City of Altoona, except the northerly portion conveyed as railroad right-of-way in 134/243

5. Eau Claire County Parcel 201200104000

Lot 1 Block 1 Original Plat and Additions of East Eau Claire now to the City of Altoona, except the northerly portion conveyed as railroad right-of-way in 134/243
EXHIBIT B
Illustration of lands subject to findings of blighted area declaration
CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Josh,

Both the letter and the proposed blight declaration look good to me.

I concur that the city is planning to take title to these properties for the purpose of blight elimination and that the local government environmental liability exemption will be in effect when the city takes title to the properties.

Please send me a final/approved copy of the blight declaration document when it is available. I will make sure it gets posted in the DNR case files for these properties.

Feel free to contact me anytime if you have other questions or comments. Here’s a link to a DNR document about the local government liability exemption for your files: https://dnr.wi.gov/files/PDF/pubs/rr/RR055.pdf.

Best wishes,

Barry

We are committed to service excellence.
Visit our survey at http://dnr.wi.gov/customersurvey to evaluate how I did.

Barry Ashenfelter
Program & Policy Analyst – Remediation and Redevelopment
Wisconsin Department of Natural Resources
Phone: (920) 470-1905
barry.ashenfelter@wisconsin.gov
ITEM 10 - Discuss/consider a contract amendment for engineering services for the Well #8 Test Well project.

The original contract for engineering services for the test well for Well #8 was awarded to MSA Professional Services. That contract included engineering services for one test well. As stated previously, the results for the first well were not favorable for use as a final well. As a result, the next step will be to drill a test well at an additional location denoted in the Well Site Investigation Report. The attached contract amendment includes the engineering effort for the next test well site, at a cost of $16,500. A copy of the amendment is attached.

Suggested Motion: I move to approve / not approve the contract amendment with MSA Professional Services in the amount of $16,500.
CONTRACT AMENDMENT
AMENDMENT TO CONTRACT DATED 10/24/2019

ADDITIONAL SCOPE OF WORK for PROFESSIONAL SERVICES

Project: WELL #8 DEVELOPMENT
Client: City of Altoona, Wisconsin
Date: 

Description of Work:

Amendment

Amend Well Site Investigation Report
- Amend the Wisconsin DNR-approved Well Site Investigation report (W-2020-0282) for approval of a 2nd well site location.
- Review publications and other available data regarding local hydrogeology.
- Review local geology through proximate well construction reports and geologic logs.
- Consult with well drillers regarding geology.
- Review availability of water main, sanitary sewer, three-phase power, natural gas, and telephone service to the site.
- Correspond with the City about well site alternatives
- Submit amended well site investigation to DNR and correspondence
- Internal quality control and quality assurance.

2nd Test Well Design and Construction
- Coordinate geophysical logging at 1st test well - COMPLETED
- Prepare specifications and details for 2nd test well and submit to DNR for review.
- Submit specifications and details to DNR for review concurrent with the Well Site investigation submittal.
- Process change order with current well driller to add scope of 2nd test well
- Stake test well location.
- Provide part-time construction observation during test well drilling and pumping to document construction and testing for conformance with contract documents (24 hours estimated over three trips).
- Correspondence with the Owner and Contractor
- Provide a summary of test pumping results and meet with the City to review.
- Process pay applications (1 assumed) and any additional change orders (1 assumed).

Total Fee: $16,500
Additional Services

• Additional meetings
• Assistance with obtaining an option to purchase for the proposed site and/or assistance with obtaining easements.
• Property acquisition assistance, including surveys and negotiations
• Wetland and/or flood plain delineations
• Soil borings
• Coordinate sampling of private wells to investigate water quality
• Coordinate public bidding
MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of THURSDAY, November 5 Council Meeting Items

Provided below for your consideration is a summary of the THURSDAY, November 5 Council Meeting agenda items.

(IX) NEW BUSINESS

ITEM 11 - Discuss/consider a contract for a water system evaluation.

In light of Altoona’s strong growth, Public Works identified the need for future planning for our water system. A system study will evaluate existing water consumption and future projections, and will help identify when the next well and/or water tower will be needed to keep pace with growth. The study and companion model will also model system pressure and impact of future development, identify needs for system looping, etc. Staff recommends that the City award a contract to MSA Professional Services, as they are currently in possession of system records and are actively working on the Well #8 development. A copy of the proposed contract is attached for your review.

Suggested Motion: I move to approve / not approve a contract with MSA Professional Services for the water system study in the amount of $22,000.
SCOPE OF WORK

MSA will prepare, for the City of Altoona, a water system evaluation (engineering report) that conforms to the Engineering Report requirements set forth in NR 811, by Wisconsin DNR, for Engineering Reports.

PHASE 1 – Water System Evaluation

1. Data Collection & Analysis
   - Visit all water system facilities
   - Review background information provided by Owner.
   - Incorporate existing information from Well Site Investigation for Well #8.
   - Review existing and proposed future population and water demands:
     - Review historic water demand data.
     - Review historic average and maximum daily, monthly and annual pumpage.
     - Review population data and projections.
     - Review City Comprehensive Plan.
     - Estimate projected future average and maximum daily demands.

2. Water Supply & Storage Analysis
   - Review firm well capacity of system for the following scenarios:
     - Average daily water use in no more than a 12-hour period with largest well out of service.
     - Maximum daily water use in no more than a 16-hour period with largest well out of service.
   - Review existing storage capacity for:
     - Existing and future water demands.
     - Existing and future fire flow demands.

3. Evaluation Report
   - Prepare an Engineering Report detailing the following information:
     - Existing System Description
     - Documentation of Historic Water Use.
     - Documentation of Fire Flow capabilities.
     - Evaluation of existing facilities and level of service.
     - Documentation of system deficiencies.
     - Projection of future conditions.
     - Make recommendations for proposed system improvements.
       1. Evaluate need and/or timing of additional Well #9.
       2. Evaluate need and/or timing of additional water storage.
   - Provide a draft copy of report to Owner for review and comment.
   - Update report based on Owner comments and submit a final copy to Owner.
4. Meetings with Owner
   • Meet with Owner to present and discuss draft report
   • Meet with Owner to present and discuss final report

5. Quality Control Review
   • Provide quality control review by another MSA potable water expert of the following deliverables
     o Draft report
     o Final report

PHASE 2 – Water System Modeling

1. Prepare model
   • Utilize City’s existing GIS information to create a new water model of the City system.
     o Confirm pipe sizes, connections and locations of significant system components
   • Determine areas for hydrant flow testing to aid in calibrating the model.
   • Calibrate system hydraulics with available data.
   • Utilize water model to analyze existing water distribution system.
     o Existing static pressures throughout system during average flow, max flow, and peak demands.
     o Existing fire flow capabilities throughout system during average flow, max flow, and peak demands.
   • Utilize the water model to analyze future system needs.
     o Analyze the effects and proposed improvements of future developments and selected areas of potential growth.
     o Analyze and evaluate proposed improvements to the water distribution system.
     o Identify limitations and recommend proposed improvements.

OWNER TO PROVIDE
   • Provide any existing hydrant flow data.
     o Perform additional hydrant flow tests as necessary.
   • Access to all relevant structures and equipment as necessary to complete evaluation.
   • Copies of any reports, maintenance evaluations, or other determinations performed to date.
   • Historic water quality data, including:
     o Water quality analysis records and reports for the most current complete data year;
     o Types and amounts of chemical usages for each well
• Existing well and well pump information, including well depth, water bearing aquifer, geology, yields and pump curves for each well.
• Historic well pumping records, including daily pumpage and drawdown.
• WDNR sanitary surveys from the last three inspections
• Water utility billing records for most recent complete data year.
• Operational control settings, reservoir water elevation settings and usages.
• Ten (10) largest water consumers in the City (by records of use) and location of consumer.

ADDITIONAL SERVICES
• The following additional services are available but not included in this scope of services:
  o Hydrant flow testing.
  o Operations evaluation and assistance.
  o Design, bidding and construction services.

ESTIMATED FEES

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MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of THURSDAY, November 5 Council Meeting Items

Provided below for your consideration is a summary of the THURSDAY, November 5 Council Meeting agenda items.

(IX) NEW BUSINESS

ITEM 12 - Discuss/consider Altoona Youth Hockey Association 2020 operational policies.

Materials are provided in the next pages.

Suggested motion: I move to approve / not approve Altoona Youth Hockey Association 2020 operational policies.
I would say our association and the AYHA boards approach to Covid has shifted dramatically this week. A week ago many parents threatened to pull kids if we insisted they wear masks. We started practices Wednesday evening. We had some challenges with mask compliance on Thursday night and we talked to these coaches. I stopped by rink Friday and skaters and coaches all had masks on. I believe the association is coming around to the understanding that you can skate with a mask and essentially they either need to comply and wear a mask or we are not going to have a season.

You original question was what is our enforcement policy. There are many elements to our policy and that is what I was trying to clarify in previous emails. Our policy is unless you have a medical exception, masks are required. I have a WAHA meeting later this week and I am sure we will discuss what other associations are requiring. I think our enforcement policy needs to consider WAHA’s position and I am sure this is evolving. I expect WAHA to support masks during games, but they are not their yet. Or maybe they are and we will learn that when we meet. If when teams visit Altoona they need masks and they don’t when playing other communities so be it.

At this time I don’t foresee problems enforcing our policy because parents are coming around.
Altoona Youth Hockey 2020/21 Season
Tournament Guidelines

COVID Related Tournament Rules:

1. Tournaments will be limited to four teams non-Altoona teams. For a five team max (may be limited to four for tournament set up)
   a. Mites will play 3 on 3 cross ice with no officials
   b. Squirts and Peewees will play 5 on 5 with officials
   c. No handshakes or awards ceremonies

2. AYHA will abide by the request that all user groups follow Emergency Order 1 from the Office of the Governor

3. Any players, coaches or spectators exhibiting symptoms or signs of an illness as defined by CDC and health experts will not be allowed in the facility at any point. If anyone displays symptoms associated with COVID-19 (fever, cough, difficulty breathing, etc) he/she cannot attend the practice/competition and must go home. If you have been exposed to COVID-19, or tested positive, or are awaiting test results, you are asked to stay home.

4. If a player or coach tests positive for COVID-19, the entire team (players and coaches) will be required to quarantine for a minimum of 14 days.

5. All hockey players and their spectators are not allowed to enter the rink until 15 minutes prior to the start of their game. All players and their spectators must leave the rink within 15 minutes of their game ending. There will be a 10 minute cleaning break in between the time players leave and the next group may enter the rink.
   a. Players and spectators must leave the rink if their child is not playing, and come back 15 minutes prior to their next game.

6. The Hobbs Sports Center will have CDC signage posted to promote physical distancing, proper hygiene, and appropriate behaviors to help stop the spread of COVID-19.

7. The Hobbs Sports Center will have one door designated for entrance, and one door designated for exit.

8. There will be a sign-in sheet at the entrance. Accurate attendance MUST be taken each day and kept on file
   a. Volunteer/rink worker will staff the entrance during game transitions informing entrants masks are required
   b. All teams also turn in a roster listing coaches and players active for each game. This will be used to track game participants
9. There will be a limit of 100 people or less allowed in the Hobbs Sports Center at any time. To adhere to this county rule, each hockey player may have up to two spectators allowed to come into the rink for any practice, game, or jamboree.

10. Six feet of physical distancing will be used when possible.

11. Everyone entering the rink will be asked to wash or sanitize their hands immediately upon entering/exiting the building. There will be hand sanitizer provided.

12. All participants must be USA Hockey registered for the 2020-21 season to participate in any on-ice activity.

13. Players may not enter the rink until 15 minutes prior to their practice or game. At this point they may spread out in the locker rooms if they choose to use them. Locker room capacity will be limited to allow social distancing. Overflow players will spread out in open area of rink. Players may also use the locker room after their game, but must leave the rink within 15 minutes of their game completing.
   a. Volunteers/rink workers will clean the locker rooms in between games.
   b. Volunteers/rink workers will monitor locker room use for social distancing capacity

14. Concessions will be open for games and jamborees
   a. There will be a sneeze guard put in place
   b. There will be no self-serve food allowed
   c. There will be floor markings to show 6 feet of physical distancing while waiting in line

15. Teams not complying with these requirements will be asked to leave and will forfeit game
Altoona Youth Hockey Association
Returning to the Rink

2020-2021 Season Information
(*Subject to change)
Altoona Youth Hockey Association (AYHA) is committed to providing a safe environment and facility as we return to the rink. We are using guidelines set forth by Federal, State and Local Health Officials, USA Hockey, Wisconsin Amateur Hockey (WAHA) and the US Ice Rink Association.

The purpose of this document is to provide members, user groups, parents, participants and volunteers a summary of our requirements for utilizing the ice at the Hobbs Sports Center.

As updates continue to emerge, pertaining to our return to rink for the 2020-2021 season, detail of this plan is subject to change.

Please note that every family should exercise their own discretion regarding return to play. We encourage our members to learn more about your plan and procedures and discuss expectations with their children. Ultimately it is the parent’s choice if, and when to return. Each family and skater will participate at their own risk. Please know that if a player or coach tests positive for COVID-19, the entire team (players and coaches) will be required to quarantine for a minimum of 14 days.

Every family at AYHA as well as every user group participant/guest of the Hobbs Sports Center must be committed to keeping our rink open and helping keep our community safe. It is essential and required that EVERYONE stays away when demonstrating any symptom (even if from another identified illness or issue, for example a headache from a migraine).

**General Guidelines and Building Use Parameters:**

1. AYHA will abide by the request that all user groups follow [Emergency Order 1](#) from the Office of the Governor

2. Any players, coaches or spectators exhibiting symptoms or signs of an illness will not be allowed in the facility at any point. If anyone displays symptoms associated with COVID-19 (fever, cough, difficulty breathing, etc) he/she cannot attend the practice/competition and must go home. If you have been exposed to COVID-19, or tested positive, or are awaiting test results, you are asked to stay home.

3. If a player or coach tests positive for COVID-19, the entire team (players and coaches) will be required to quarantine for a minimum of 14 days.

4. All hockey players and their spectators are not allowed to enter the rink until 15 minutes prior to the start of their practice or game. All players and their spectators must leave the rink within 15 minutes of their practice or game ending. There will be a 10 minute cleaning break in between the time players leave and the next group may enter the rink.
   a. For example, a practice ends at 5:15, they must leave by 5:30. From 5:30-5:40 there will be time to clean. From 5:40-5:55 players will be given time to come in and use the locker rooms with a start time of 5:55 for their practice or game.
5. The Hobbs Sports Center will have CDC signage posted to promote physical distancing, proper hygiene, and appropriate behaviors to help stop the spread of COVID-19.

6. The Hobbs Sports Center will have one door designated for entrance, and one door designated for exit.

7. There will be a sign-in sheet at the entrance. Accurate attendance MUST be taken each day and kept on file.

8. There will be a limit of 100 people or less allowed in the Hobbs Sports Center at any time. To adhere to this county rule, each hockey player may have up to two spectators allowed to come into the rink for any practice, game, or jamboree.

9. Six feet of physical distancing will be used when possible.

10. Hockey players will place belongings in a designated area (along walls is recommended).

11. Everyone entering the rink will be asked to wash or sanitize their hands immediately upon entering/exiting the building. There will be hand sanitizer provided.

12. All participants must be USA Hockey registered for the 2020-21 season to participate in any on-ice activity.

**General Cleaning:**
1. All high traffic areas of the facility will be cleaned in between practices by the rink staff and cleaned by volunteers for the games and jamborees

2. Locker Rooms will be cleaned and disinfected after each use by the rink staff for practice, and volunteers for games and jamborees

3. Restrooms will be cleaned and disinfected at least daily by volunteers

4. Bleachers and viewing glass will be cleaned at least daily by volunteers

6. All facility equipment (pucks, divider boards, cones, etc.) will be disinfected after each practice or game by the user group using that equipment.

**Games and Jamborees:**
1. As of now, we will be proceeding with games and tournaments, knowing that at any time we may be told to go to practice only.
2. We will allow each team to discuss with parents the comfort level of playing games and jamborees, and leave this as a team decision.

3. As of now, we will still plan to host jamborees, knowing that this may change at any time during the season.

4. Players and their spectators may not enter the rink until 15 minutes prior to the start of their game. Players must leave the rink within 15 minutes of their game ending.

**Locker Rooms:**
1. Players may not enter the rink until 15 minutes prior to their practice or game. At this point they may spread out in the locker rooms if they choose to use them.

2. Players must leave the rink within 15 minutes of their game or practice. They may spread out and use the locker rooms during this time.

3. Rink staff will wipe down the locker rooms at the end of each practice.

4. Volunteers will clean the locker rooms after games and jamborees.

**Sanitation Stations:**
1. Sanitation stations will be set up at the entrance, exit, concession stand area, penalty box area, and in the Brock Box

**Concessions:**
1. Concessions will be open for games and jamborees

2. There will be a sneeze guard put in place

3. There will be no self-serve food allowed

4. There will be floor markings to show 6 feet of physical distancing while waiting in line

**Procedure When Someone Has Symptoms of COVID-19:**

If your child is exhibiting any of the following symptoms:

- Temperature of 100.4 or above
- Shaking chills/feeling feverish
- Shortness of breath or difficulty breathing
- Cough, congestion, runny nose
- Sore Throat
- New loss of taste or smell
- Vomiting
- Diarrhea
Persistent or severe headache
Unusual muscle aches or fatigue
Other: ________________________________

The symptoms listed above may be symptoms of Covid-19, a new virus that can infect people of all ages. It is recommended that you follow the CDC guideline which include:

- Keeping your child at home except to seek medical care
- Follow up with your health care provider or Covid-19 Nurse line
  - Marshfield Clinic: 844-342-6276
  - Mayo Clinic: Contact your provider. They will direct you to Covid-19 support
  - Prevea: 715-717-4582
- If your child exhibits the following symptoms:
  - Trouble breathing
  - Pain or pressure in the chest that does not go away
  - New confusion
  - Inability to wake up or stay awake
  - Blue lips or face
  - Severe abdominal pain
  **SEEK EMERGENCY MEDICAL CARE!**

For your child to return to hockey, one of the following criteria must be met:

- Your child sees a healthcare provider and returns with a note stating they have been assessed AND:
  - Are cleared to return to school
  - Do not qualify for Covid-19 testing AND provide an alternative diagnosis
  - Receive a negative Covid-19 test and are fever free for 24 hours, without the use of fever-reducing medication

- Your child tests for Covid-19
  - Receives a negative Covid-19 test AND
  - Fever free for 24 hours, without the use of fever-reducing medication and all symptoms resolve

- Your child does not see a healthcare provider. The following must occur:
  - Child MUST stay home for 10 days from when symptoms first appeared AND
  - Child MUST be fever free for at least 24 hours without the use of fever reducing medications and all other symptoms have improved

- If your child has tested positive for Covid they may return to hockey when
  - 10 days have passed since symptoms first appeared AND
  - Fever free for 24 hours, without the use of fever-reducing medication

**RESOURCES:**
[Click Here for access to the Eau Claire COVID-19 Toolkit For Schools](#)
COVID-19 Guidelines in Schools

Due to the COVID-19 pandemic, schools will be following guidance from the WI Department of Health Services for illness this year.

If a student or staff member have the following symptoms, they should not come to school if symptoms present at school they will be sent home and so will any household members (siblings/parents within the school system).

<table>
<thead>
<tr>
<th>One of these:</th>
<th>OR</th>
<th>Two or more of these:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Cough</td>
<td>• Congestion or runny nose</td>
<td>• Fever, chills, or rigor</td>
</tr>
<tr>
<td>• Shortness of breath</td>
<td>• Nausea or vomiting</td>
<td>• Muscle aches</td>
</tr>
<tr>
<td>• Difficulty breathing</td>
<td>• Diarrhea</td>
<td>• Headache</td>
</tr>
<tr>
<td>• New loss of taste/smell</td>
<td></td>
<td>• Sore throat</td>
</tr>
</tbody>
</table>

*Students may have these symptoms due to other illnesses

When a student or staff has the symptoms above, follow these requirements:

• Ill student/staff and any household members in the school system must stay home.
• COVID-19 testing is recommended for ill student/staff. If tested, student/staff must stay home until they receive COVID-19 or other illness test results. Testing information is on the back side of this sheet, or call your primary care doctor.
• See below for how long student/staff and household members need to stay home. Household members mean anyone living in the same house as the sick person.

For Sick Students/staff:

No COVID-19 Test = Stay Home:

• Stay home for 10 days since the first symptoms began AND until fever free without the use of medications for 24 hours AND symptoms are getting better. *Student/staff may return to school if they are diagnosed with a different illness (example: if student tests positive for Strep throat, they would follow guidelines for Strep throat).

Positive COVID-19 Test – Stay Home:

• Stay home for 10 days since the first symptoms began AND until fever free without the use of medications for 24 hours AND symptoms are getting better.
• The Health Department will contact student/family.

Negative Test:

• Can return 24 hours after fever free without using medications or based on current diagnosis.

For Household Members:

Follow the guidelines below based on whether or not the sick student/staff is tested for COVID-19.

Sick student is not tested for COVID-19 OR student has a positive COVID-19 test result:

• Household members must stay home for a 14 day quarantine period from last exposure.
• Even if household member has negative COVID-19 test during these 14 days, they cannot return to school/work.

If sick student has a negative COVID-19 test or is diagnosed with another illness:

• Household members can return to school immediately.