

# THE CITY of *Altoona*

**REVISED**

AGENDA FOR REGULAR COUNCIL MEETING ON THURSDAY, MARCH 11, 2021

**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 **MARCH 11** meeting from your computer, tablet or smartphone via

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

**WEBINAR ID: 820 0596 3392**

**WEBINAR PASSWORD: 087192**

**Or you can also dial in using your phone.**

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

**WEBINAR ID: 820 0596 3392**

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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.*

*If the meeting is in closed session, you will be unable to join the meeting. Please email [roya@ci.altoona.wi.us](mailto:roya@ci.altoona.wi.us) if you are having access issues.*

- 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.) [To ZOOM Citizen Guide>>](#)
- V. Discuss/consider approval of minutes of the February 25, 2021 Regular Council Meeting. [To Minutes>>](#)
- VI. REPORTS
  - A. City Officers/Department Heads
  - B. City Committees
- VII. CONSENT AGENDA
- VIII. UNFINISHED BUSINESS
- IX. NEW BUSINESS
  1. ~~Discuss / consider approval of the Final Plat for River Prairie Townhomes. (Discussed at the March 9, 2021 Plan Commission Meeting).~~  
**03/10/2021 | New Business Item 1 has been removed from this agenda to be discussed at a future meeting.**

2. Public Hearing at 6:05 p.m. or as soon thereafter as is possible regarding Ordinance 3A-21, amending Title 19 "Zoning" more specifically Chapter 19.37 "Twin Home District" regarding minimum building setbacks and lot dimensions.  
[To Summary and Materials>>](#)
3. Discuss/consider approval of Ordinance 3A-21, an Ordinance amending Chapter 19.37 of the Altoona Municipal Code "Twin Home District" regarding minimum building setbacks and lot dimensions. (Discussed at the March 9, 2021 Plan Commission Meeting).  
[To Summary and Materials>>](#)
4. Discuss/consider approval of a Preliminary Plat (Condominium) as submitted by Ed Bohn for parcel 201235003000 located at 1519 Mayer Road, Altoona, WI. (Public hearing at the March 9, 2021 Plan Commission Meeting).  
[To Summary and Materials>>](#)
5. Discuss/consider contract award for Comprehensive Planning Services. (Discussed at the March 9, 2021 Plan Commission Meeting).  
[To Summary and Materials>>](#)
6. Discuss/consider Resolution 3A-21, a Resolution dedicating Perseverance Park in the Prairie View Ridge Subdivision. (Discussed at the Feb 22, 2021 Parks & Rec Board Meeting and the March 9, 2021 Plan Commission Meeting).  
[To Summary and Materials>>](#)
7. Discuss/consider convening in closed session pursuant to Wis. Stats 19.85 (1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
  - A. Offer on Lot 2 of CSM 3509 (Parcel #201239102010)
  - B. Annexation / Boundary Agreement with Town of Washington
8. Motion to reconvene to Open Session for the purpose of discussion and possible consideration on the matter entertained in Closed Session.

X. MISCELLANEOUS BUSINESS AND COMMUNICATIONS

XI. ADJOURNMENT



Cindy Bauer  
City Clerk

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

**Speak Your Peace: The Civility Project**

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

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

###



To Agenda>>



# ZOOM INSTRUCTION GUIDE

## WEBSITE and TELEPHONE

*DUE TO CORONAVIRUS COVID-19 RESIDENTS ARE ENCOURAGED TO ATTEND THE Workshop and CITY COUNCIL MEETING VIA THE APPLICATION, ZOOM UNTIL FURTHER NOTICE.*

### **ZOOM MEETING INFORMATION:**

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

**MEETING ID: 820 0596 3392**

**Webinar Password: 087192**

**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.*



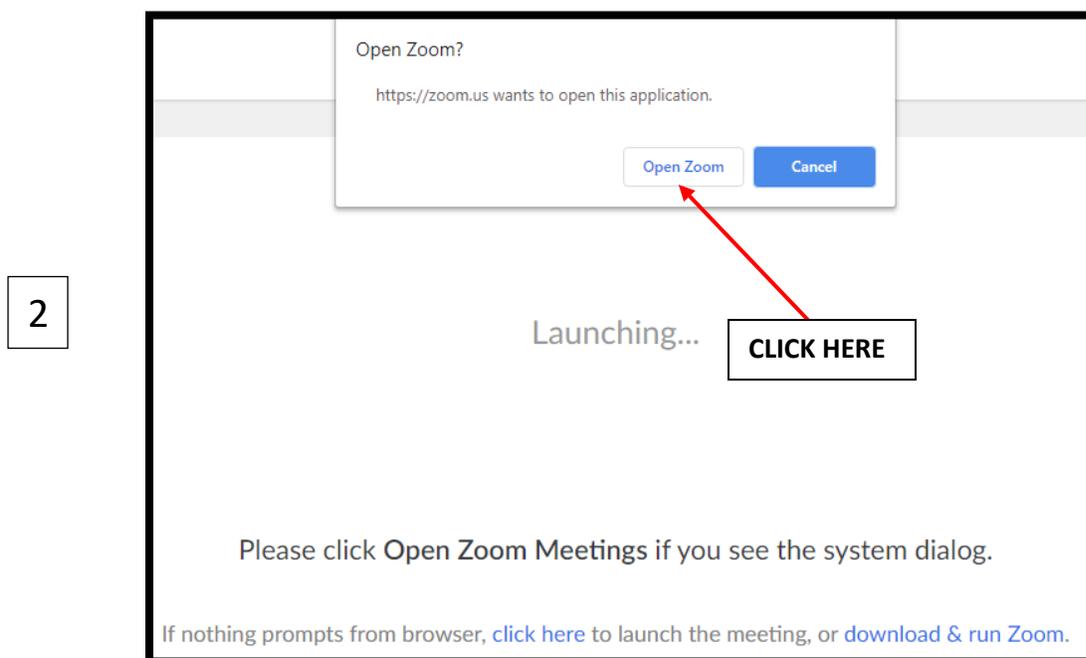
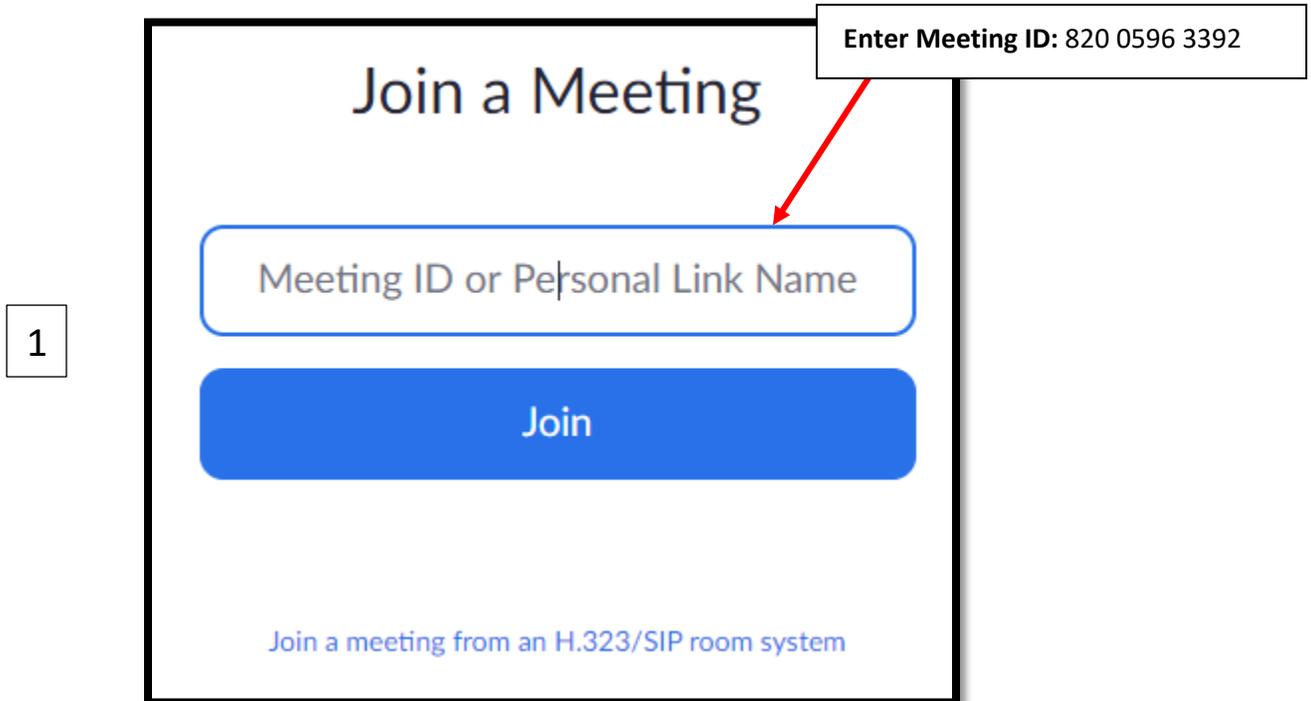
## **TO ACCESS VIA TELEPHONE:**

1. Call phone number: 1-312-626-6799
2. Enter Meeting ID: 820 0596 3392
3. Enter webinar password: 087192# 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)



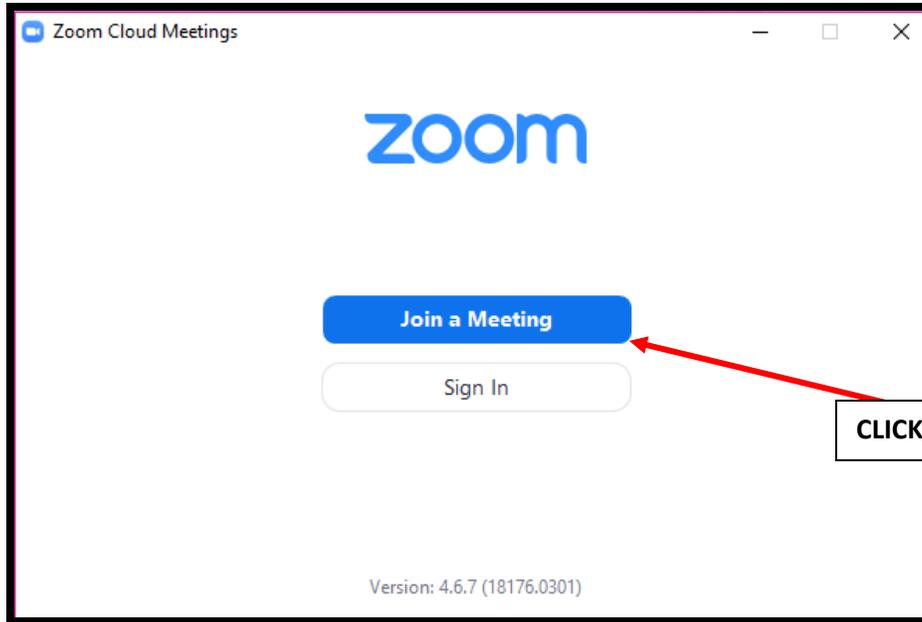
## TO ACCESS VIA WEBSITE:

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



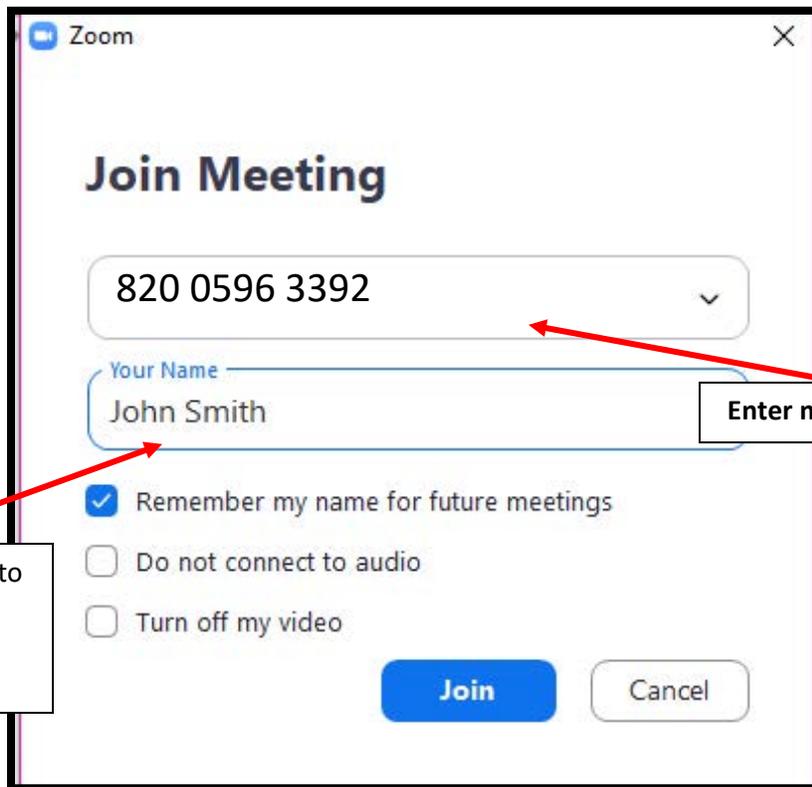


3



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4



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5a

Computer Audio

Choose ONE of the audio conference options

Phone Call Computer Audio

**Join with Computer Audio**

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Test Speaker and Microphone

Automatically join audio by computer when joining a meeting

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5b

Phone Call

Choose ONE of the audio conference options

Phone Call Computer Audio

Dial: 1-312-626-6799

**Meeting ID: 820 0596 3392** ✓

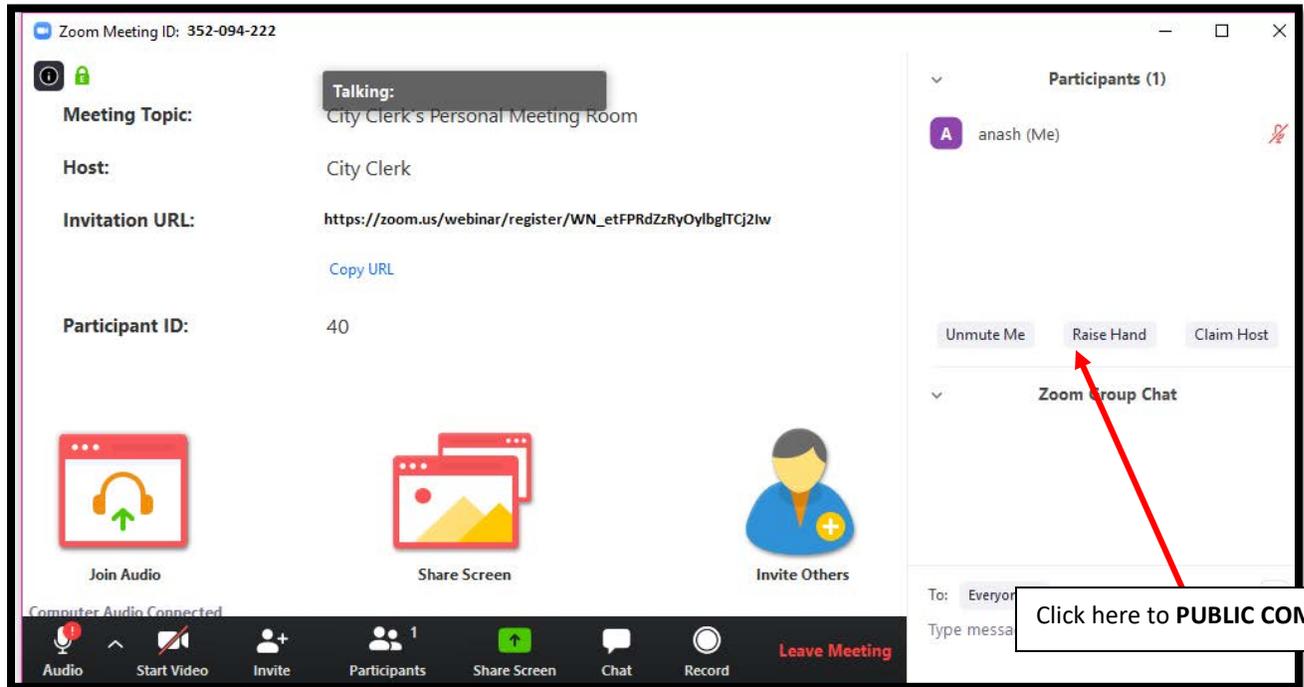
**Meeting Password: 087192** ✓

Done ✓

Call 1-312-626-6799



6



3. Use icon **RAISE HAND** to provide Public Comments. You will be unmuted and called upon 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](https://www.youtube.com/embed/vFhAEoCF7jg?rel=0&autoplay=1&cc_load_policy=1)

**CITY OF ALTOONA, WI  
REGULAR COUNCIL MEETING MINUTES  
February 25, 2021**

**(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: Attorney John Behling, City Administrator Michael Golat, City Planner Joshua Clements, Police Chief Kelly Bakken, Director of Public Works/City Engineer (DPW/CE) David Walter, Management Analyst Roy Atkinson, and City Clerk Cindy Bauer.

**(IV) Citizen Participation Period**

Motion by Biren/Lima to close the Citizen Participation Period. **Motion carried.**

**(V) Approval of minutes.**

Motion by Lima/Guzman to approve the minutes of the February 11, 2021 Regular Council Meeting. **Motion carried.**

**(VI) City Officers/Department Heads Report**

City Administrator Golat reported on the Crokicurl Tournament that was held last weekend. There will be a Frosty Toona Fat Tire Bike Race on Saturday, February 27, 2021 at 11 a.m. as part of the Frosty Fun Series. Golat thanked Dean Roth, Matt Biren, members of the Chippewa Valley Off Road group and other volunteers who helped with the Snowshoe hike held last Saturday night Feb. 20, 2021 in Centennial Park. Golat mentioned that Staff canceled the Jelly Bean Hill Sledding Challenge scheduled for this upcoming weekend due to lack of snow.

DPW/CE David Walter distributed a Capital Projects Report prior to the Council Meeting. Walter briefly commented on the Capital Projects that will be occurring in 2021. Walter indicated that more information will be forthcoming.

**City Committee Reports – None.**

**(VII) Consent Agenda – None.**

**(VIII) Unfinished Business – None.**

**(IX) New Business**

**(1) Quarterly Tourism Report Presented by Visit Eau Claire.**

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, Executive Director of Visit Eau Claire, was present at the meeting to discuss tourism marketing in Altoona. Jason, of Visit Eau Claire commented on some of the Event/Tournaments that will be coming to the Chippewa Valley Area in the 2021-2022 year.

**(IX)(7) Discuss/consider approval of the design for Phase II of the Veterans Memorial Tribute in River Prairie Park.**

The design was considered and approved by the Parks Board on February 22, and the Plan Commission on February 23rd, for recommendation to the Council.

Bill Boetcher, Lien and Peterson Architects explained the Veterans Tribute Plan Set, Phase I and Phase II. Phase I of the Veterans Memorial Tribute was approved by the Council on August 27th, 2021. The enclosed plan set includes Phase I and Phase II. Phase I is briefly summarized as:

#### Tribute Plaza

- a. Memorial Patio area, with county seal, flags (9), sculptures (3), and downcast lighting.
- b. Stone memorial pavers.
- c. A connecting walkway along the north side of the existing biofiltration basin, connecting to Prevea Amphitheatre near the loading dock (shown as 5' wide concrete)  
Work on the Plaza is expected to begin summer 2021.

Phase II elements not previously approved include:

1. Tribute Plaza
  - a. A Connecting walkway from the Tribute Plaza to those existing walkways near the pond
  - b. A Connecting walkway below the Prevea Stage to the primary trail along the river.  
Work on connections is expected the summer of 2022.
2. Trail Features
  - a. Eleven "bump-out" sites located along the River Prairie Trail, between Highway 53 and the Eau Claire Country Club. Each of these features may include a Memorial Bench, interpretive displays, pedestrian-scale lighting (complementing existing fixtures), wifi, security cameras and future sculptures.
  - b. Extending pedestrian lighting around the River Prairie Trail Loop where lighting does not exist. These areas primarily include:
    - i. River Prairie Drive bridge to Woodmans;
    - ii. Woodman's Market east to Oakleaf Way;
    - iii. Trail connection parallel to Highway 53 between the Canoe/Kayak Launch and River Prairie Drive.  
Work on these elements is expected to begin no sooner than 2022.

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

1. Trailhead Sign
  - a. A large trailhead sculpture and interpretive piece featuring Old Abe to be located near the Riverside Pavilion.
2. Trail Sculptures
  - a. Life-size bronze sculptures to be located at the bump-out features along the trail. Each sculpture represents a major military conflict.
3. Other Sculptures
  - a. Bronze sculpture located near the west of the parking lot.
  - b. Sculpture including as water wall feature near the Riverside Pavilion.

The flagpole and associated lighting were previously approved by the Plan Commission, Parks Board and Council and has been installed. The cost of installation and maintenance of all features is to be borne by the veteran's foundation, memorialized via the previously approved agreement. Provided, however, the City may need to provide a match for the trail lighting improvements outside of the Northwest Quadrant. Any proposed changes in the features in any adopted plan or agreement shall require review and recommendation to the Council by the Plan Commission and Parks Board with final approval by the City Council. If approved, the only extent of approval applies to those elements specifically identified in the proposal, any conditions of approval (if any), and the proposed use agreement. Other elements not included or changes to those illustrated in Phase I and Phase II are

not approved at this time but are provided for context of anticipated future additions or phases.

Motion by Sexton/Rowe to approve the design of Phase II of the Veterans Tribute in River Prairie Park.

**Motion carried.**

**(IX)(2) Discuss/consider Preliminary Plat for River Prairie Townhomes.**

City Planner Clements referred to the following:

- Staff Report 21-02G
- Preliminary Plat, River Prairie Townhomes
- Amended SIP (building arrangement)
- 2020-1021 Memo to the City of Altoona RE Plat Review and Approval (Behling)

City Planner Clements noted that the Specific Implementation Plan (SIP) for the River Prairie Townhome Condominiums was approved on August 27th. A condominium plat for this property was approved on November 19th, 2020. A public hearing for the preliminary plat was held before the Plan Commission on February 23rd. The Plan Commission recommended approval on a 4-3 vote.

City Planner Clements explained that as the Developer finalizes the financing for this project, the Developer determined that arranging the land ownership as a conventional plat with covenants and a homeowner's association is more advantageous to achieve the conditions of the land sale agreement. As a condominium plat, the footprint of each structure has its own tax parcel, and all outside areas are held a single parcel owned by the condominium association. In the proposed modification, each parcel includes property beyond the footprint to the individual dwelling. The common property, including the private drive and storm water facilities, is reduced in size, and held by a homeowner's association.

As described in the enclosed Staff Report, the Developer also provided modifications to the adopted SIP. The changes bring the rear buildings fully out of the Union Pacific easement. The City continues to work with the railroad regarding vacating or modifying the easement, but the timeline and outcome of that discussion remains uncertain. Moving the rear buildings forward necessitated moving the front buildings north. This reduced the effective setbacks. However, the minimum setback that was previously approved is maintained. Building setbacks are greater than ten feet. The physical design of each building structure remains the same, and the general arrangement and context of each building remains consistent. The position of the buildings on property is modified. The changes are defined by the River Prairie Design Guidelines as Minor Amendments reviewed by staff.

City Planner Clements noted that as described in the October 21, 2020 Memo by Attorney Behling, the standards of approval for a Plat are the technical drafting requirements of plats. Staff has determined that the Preliminary Plat as presented meets the technical requirements and is consistent with the amended SIP.

Attorney John Behling provided a legal overview regarding the Preliminary Plat and Project and commented on some questions raised by residents.

The following people spoke regarding the Preliminary Plat and River Prairie Townhome Project:

Yuri Ripeckyj, 1304 Lake Road, Altoona  
 Jeff Goettl, 2120 Moonlight Bay Drive, Altoona  
 Jonathan Parisi, 1612 Lake Road, Altoona  
 Heather Pauls, 1628 Lake Road, Altoona  
 Natalia Ripeckyj, 1304 Lake Road, Altoona  
 Heidi Olson, 1804 Lake Road, Altoona

Discussion followed by Council and Staff members.

Motion by Sexton/Lima to approve the Preliminary Plat. Roll call vote, 3-ayes Lima, Sexton, Biren, 3 nays Rowe, Stuber, Guzman, Tie vote 3-3. Mayor Pratt broke the tie vote with a yes vote. **Motion carried. 4-3.**

**(IX)(3) Public Hearing at 6:05 or as soon thereafter as is possible regarding Ordinance 2C-21 rezoning six properties located on Glades Drive.**

Mayor Pratt opened the Public Hearing at 7:27 p.m.

City Planner Clements referred to the Ordinance 2C-21 and Staff Report 21-02C. Clements explained that the six properties located between 1311 and 1427 Glades Drive on the south side of the road, illustrated herein, were constructed as two-dwelling structures. The current zoning reflected on the City's official zoning map for the properties is R1 One Family Dwelling District. This means that each structure is considered "legal non-conforming", meaning it does not conform to current zoning. Clements mentioned that this matter was brought to the City's attention by the owner of one of the properties who is considering selling their property. Due to this legal non-conforming condition of each of the six properties, the Zoning Administrator determined it is appropriate to resolve this issue through City-initiated rezoning to R2 One- and Two-Family Dwelling District for this group of properties for which this condition exists. City staff has been unable to determine the source of the conflict on the current zoning map.

Motion by Lima/Rowe to close the Public Hearing at 7:30 p.m. **Motion carried.**

**(IX)(4) Discuss/consider approval of Ordinance 2C-21, an Ordinance Rezoning six properties on Glades Drive.**

Clerk Bauer mentioned that a revised amendment of Ordinance 2C-21 was provided to Council Member prior to the Council Meeting. The amendment included Exhibit B reflecting the inclusion of legal descriptions of the six parcels to be rezoned.

Motion by Lima/Biren to approve Ordinance 2C-21 as amended. **Motion carried.**

**(IX)(5) Discuss/consider approval of Ordinance 2D-21, an Ordinance amending Ch. 8.06 "Smoking Prohibited" to add definitions and consolidate chapters.**

Management Analyst Atkinson explained that City staff is partnering with the Eau Claire City County Health Department and the School District of Altoona on a smoking cessation project. An actionable item of the initiative was to update Altoona's Smoking Ordinance to add definitions to strengthen the ordinance. This ordinance update also consolidates Chapter 9.24 into Ch. 8.06 to eliminate redundancy within our City code.

Atkinson referred to the proposed amendment to Chapter 8.06 Smoking Prohibited, which was attached for Council review.

Motion by Rowe/Lima to approve Ordinance 2D-21. **Motion carried.**

**(IX)(6) Discuss/consider approval of Ordinance 2E-21, an ordinance to repeal Chapter 9.24 "Tobacco Product and E-Cigarette Use by Minors Prohibited" and reference under Chapter 8.06 "Smoking Prohibited".**

Management Analyst Atkinson explained that in the previous item, Chapter 9.24 was consolidated into Chapter 8.06 Smoking Prohibited in order to prevent redundancy in Altoona's Municipal Code. Atkinson referred to the proposed repeal and replacement of Chapter 9.24 Tobacco Product and E-Cigarette Use by Minors Prohibited, which was attached for Council review as a strikethrough.

Motion by Rowe/Lima to approve Ordinance 2E-21. **Motion carried.**

**(IX)(8) Discuss/consider approval of Combination "Class B" Retailers' Licenses to sell fermented malt beverages and intoxicating liquor in the City of Altoona to Somewhere Pub, LLC, DBA Somewhere Pub, Justin Held, Agent, 1485 Front Porch Place, Altoona, WI**

City Administrator Golat explained that Somewhere Pub will be opening sometime in May 2021. They are in the northwest quadrant of River Prairie at 1485 Front Porch Place. They are requesting a Combination "Class B" Retailers' License to serve fermented malt beverages and intoxicating liquor in their establishment.

The Plan Commission approved their Conditional Use Permit on February 9, 2021 to permit Somewhere Pub to carry a Combination "Class B" Retailers' License to sell fermented malt beverages and intoxicating liquor in their establishment.

Police Chief Kelly Bakken has reviewed the application and recommends approval.

Motion by Rowe/Biren to approve a Combination "Class B" Retailers' License to sell fermented malt beverages and intoxicating liquor in the City of Altoona to Somewhere Pub, LLC, D.B.A. Somewhere Pub, Justin Held, Agt, 1485 Front Porch Place, Altoona. **Motion carried.**

**(IX)(9) Discuss/Consider modifications to the Specific Implementation Plan for Cowboy Jack's.**

City Planner Clements referred to the Staff Report 21-02H and Proposed modification to SIP for Cowboy Jack's. Clements explained that Cowboy Jack's is a 7,047 ft<sup>2</sup> restaurant with outdoor seating located in the Northwest Quadrant of River Prairie. The Specific Implementation Plan in the River Prairie Mixed Use District was approved on June 22, 2017. Cowboy Jack's features approximately 4,600 ft<sup>2</sup> patio, plus an upper deck. The existing upper deck is approximately 985 ft<sup>2</sup> (16'2" x 58'6" plus landings). During winter months, a temporary enclosure is added under the deck to create a flexible extended seating area that can be used in most seasons. This area includes a server station, seating, and fire features.

City Planner Clements further explained that the proposal entails extending the deck an additional 11'3" outward from the building, or an additional 674 ft<sup>2</sup>. The proposal also encloses the area under the deck creating a +/- 1,594 ft<sup>2</sup> room. The enclosure walls will primarily be comprised of glass curtain walls and fold-up glass and steel doors so that the area can function similar to outdoor seating in desirable conditions. For building code purposes, this area is defined as a "3 season room". No changes to any other element of the site is proposed.

This Amendment to the SIP requires Plan Commission and Council consideration as the enclosed space increases the building enclosure by approximately 22.6%. Clements noted that the Plan Commission recommended approval at its February 23, 2021 Plan Commission Meeting.

Motion by Rowe/Stuber to approve modifications to the Specific Implementation Plan for Cowboy Jack's. **Motion carried.**

**(IX)(10) Discuss/consider convening in closed session pursuant to Wis. Stats 19.85 (1)(e)**

- A. Amendment to the Purchase Agreement for Fairway Drive Property (Parcel # 201100310080)
- B. Offer on Lot 2 of CSM 3509 (Parcel #201239102010)

Motion by Biren/Rowe to convene in closed session at 7:40 p.m. pursuant to Wis. Stats 19.85 (1)(e) Roll call vote, 6-ayes, Biren, Rowe, Stuber, Sexton, Guzman, Lima, 0-nays. **Motion carried 6-0.**

**(IX)(11) Motion to reconvene to Open Session.**

Motion by Rowe/Lima to reconvene in open session at 8:50 p.m. Roll call vote, 6-ayes, Stuber, Rowe, Guzman, Biren, Sexton, Lima, 0-nays. **Motion carried 6-0.**

City Administrator Golat explained that Council discussed two items in closed session. First item being an amendment to the offer to purchase agreement for Fairway Drive Property (Parcel 201100310080) relating to the gas line relocation charges on the property.

Motion by Lima/Rowe to accept the WB-40 Amended Offer to Purchase Lot 1 of CSM No. 3470 (Parcel #201100310080) from Fairway Capital, LLC relating to the gas line relocation charges on the property stipulating that the buyer is not responsible for any charges relating to the gas line relocation. **Motion carried.**

City Administrator Golat explained that the second item was regarding the WB-13 Vacant Land Offer to purchase Lot 2 of CSM 3509 (parcel #201239102010) for a wine bar. City Administrator Golat explained that at the previous Council meeting the offer had expired and Council discussed at that time entertaining a new offer. The new offer was resubmitted and brought forth tonight for Council approval. No action at this time.

**(X) Miscellaneous Business and Communication.****(XI) Adjournment.**

Motion by Rowe/Biren to adjourn at 8:59 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, March 11, 2021** Council Meeting Items

Provided below for your consideration is a summary of the **THURSDAY, March 11, 2021** Council Meeting agenda items.

**(VII) CONSENT AGENDA**

**(VIII) UNFINISHED BUSINESS**

**(IX) NEW BUSINESS**

03/10/2021 | New Business Item 1 has been removed from this agenda to be discussed at a future meeting.

~~**ITEM 1 - Discuss/Consider approval of the Final Plat for River Prairie Townhomes. (Discussed at the March 9, 2021 Plan Commission Meeting).**~~

~~See Enclosed:-----~~

~~-----●-----Final Plat, River Prairie Townhomes-----~~

~~-----●-----Drafts: Articles of Incorporation; Bylaws; Declaration of Covenants, Restrictions, Conditions.~~

~~Enclosed is the Final Plat for the property known as the River Prairie Townhomes. As you may recall, the approve plan includes 36 dwellings, each with an individual tax parcel with fee simple ownership and common property to be held and managed by a homeowner's association. The draft articles of incorporation, bylaws, and declaration of covenants, restrictions and conditions are enclosed.~~

~~Of particular interest:~~

~~Declaration of Covenants, Restrictions and Conditions:~~

~~6.3 & 6.4 refer to maintenance of common property~~

~~11.2 refers to maintenance of the shared driveway~~

~~11.4 refers to the existing Union Pacific Easement for elevated disclosure.~~

~~The public hearing regarding the Preliminary Plat was held before the Plan Commission on February 23rd and approved by the City Council 4-3 on February 25th. The Specific Implementation Plan for the River Prairie Townhomes was approved by the Council on August 27, 2020.~~

~~Altoona Municipal Code § 18.11.020 b.~~

~~Effect of Preliminary Plat Approval: Approval or conditional approval of a Preliminary Plat shall entitle 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. If the Preliminary Plat is approved, the Final Plat must be approved by the Common Council within six (6) months or the~~

~~Preliminary Plat approval is void. Previous Preliminary Plat approvals shall not constitute grounds for approval upon resubmission.~~

~~Suggested Motion: I move to approve / not approve the Final Plat~~

**ITEM 2 - Public Hearing at 6:05 or as soon thereafter as is possible regarding Ordinance 3A-21 amending Title 19 “Zoning” more specifically Chapter 19.37 “Twin Home District” regarding minimum building setbacks and lot dimensions.**

See Enclosed:

- Proposed Ordinance 3A-21

The proposed changes to the TH Twin Home District modify minimum front and side setbacks to be consistent with R-1 and R-2 requirements. When those chapters were updated in 2019, and the TH District was missed. The only area of the City zoned TH is in the Prairie View Ridge subdivision. The builder may seek to utilize the proposed changes in projects this spring.

The proposed change in lot dimensions is to provide for actual existing lot dimensions of twin home lots in the City, particularly those in the Clubview Neighborhood.

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

**ITEM 3 - Discuss/Consider approval of Ordinance 3A-21, an Ordinance amending Chapter 19.37 of the Altoona Municipal Code “Twin Home District” regarding minimum building setbacks and lot dimensions. (Discussed at the March 9, 2021 Plan Commission Meeting).**

See ITEM 2 for materials and summary.

**Suggested Motion:** I move to approve / not approve Ordinance 3A-21, an Ordinance amending Chapter 19.37 of the Altoona Municipal Code “Twin Home District”.

**ITEM 4 - Discuss/Consider approval of Preliminary Plat (Condominium) as submitted by Ed Bohn for parcel 201235003000 located at 1519 Mayer Road, Altoona, WI. (Public Hearing at the March 9, 2021 Plan Commission Meeting).**

See Enclosed:

- Preliminary Plat
- Draft Condominium Covenants

The proposed Condominium Plat for the 2.249-acre property located at 1519 Mayer Road reflects two units and shared condominium property, limited common elements (LCE), as well as access and utility easements. The purpose of the Condominium Plat is to enable separate property ownership for the existing two businesses located at the property, memorialized as Unit 1 (9,335 SF) “The Shed”, and Unit 2 (1,828 SF) “K9 Dorms”.

No structural improvements or construction activities are proposed at the property at this time.

**Suggested Motion:** I move to approve / not approve the Preliminary Condominium Plat.

**ITEM 5 - Discuss/consider contract award for Comprehensive Planning Services. (Discussed at the March 9, 2021 Plan Commission Meeting).**

See Enclosed:

- Planning Department Memorandum 2021-0304

Discussed at the March 9th Plan Commission meeting.

As you know, the City has allocated 2021 budget resources to undertake a new comprehensive plan. The City received eight responses and interviewed four firms. Please see the enclosed Memorandum briefly summarizing the recruitment process to this point.

The review committee recommends the selection of **Vandewalle Associates** to enter into contract negotiations to complete the Comprehensive Planning Services and East Area Neighborhood Plan. An affirmative selection will empower city staff to negotiate a contract that includes a scope of work and fee arrangement.

**Suggested Motion:** I move to recommend/not recommend the selection of Vandewalle Associates for Comprehensive Planning Services and authorize the Mayor to sign upon negotiation of the final contract.

**ITEM 6 - Discuss/consider Resolution 3A-21, a Resolution dedicating Perseverance Park in the Prairie View Ridge Subdivision. (Discussed at the February 22, 2021 Parks & Rec Board Meeting and the March 9, 2021 Plan Commission Meeting).**

See Enclosed:

- Resolution 3A-21 Dedication of Perseverance Park

Discussed at the February 22nd Parks Board and March 11th Plan Commission

As you may recall, the dedication of the Prairie View Ridge neighborhood included dedication of parkland to the City. The matter of naming the parkland was discussed by the Parks Board with the recommendation of “Perseverance Park”. The proposed resolution includes a brief description of the purpose of such name, including:

- Recognition of the tremendous perseverance by the people of Altoona and across the world throughout the ongoing Covid-19 pandemic, reaching one year extent within our community this very month;
- The U.S. National Aeronautics and Space Administration (NASA) successfully landed the Perseverance Rover on the planet Mars on February 18<sup>th</sup>, 2021, a historic mission marking the next progression in human exploration of our solar system, the search for evidence of past life, test new technology, and advance frontiers of knowledge.

The name Perseverance Park is to forever dedicate in our common memory and for future generations the historic events of this past year, as well as the quality and value of perseverance through adversity and hardship. The motion to recommend the name included the dedication of a marker describing the meaning and purpose of this name and the events of this year to stimulate reflection, to be placed and maintained with future improvements to the park.

The name was suggested by Parks Board Member Bruce Thielen, and welcomed with unanimous consent by the Parks Board.

**Suggested Motion:** I move to approve / not approve Resolution 3A-21 dedicating Perseverance Park.

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of **THURSDAY, March 11, 2021** Council Meeting Items

Provided below for your consideration is a summary of the **THURSDAY, March 11, 2021** Council Meeting agenda items.

**(IX) NEW BUSINESS**

**ITEM 2 - Public Hearing at 6:05 or as soon thereafter as is possible regarding Ordinance 3A-21 amending Title 19 “Zoning” more specifically Chapter 19.37 “Twin Home District” regarding minimum building setbacks and lot dimensions.**

See Enclosed:

- Proposed Ordinance 3A-21

The proposed changes to the TH Twin Home District modify minimum front and side setbacks to be consistent with R-1 and R-2 requirements. When those chapters were updated in 2019, and the TH District was missed. The only area of the City zoned TH is in the Prairie View Ridge subdivision. The builder may seek to utilize the proposed changes in projects this spring.

The proposed change in lot dimensions is to provide for actual existing lot dimensions of twin home lots in the City, particularly those in the Clubview Neighborhood.

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

**ITEM 3 - Discuss/Consider approval of Ordinance 3A-21, an Ordinance amending Chapter 19.37 of the Altoona Municipal Code “Twin Home District” regarding minimum building setbacks and lot dimensions. (Discussed at the March 9, 2021 Plan Commission Meeting).**

See ITEM 2 for materials and summary.

**Suggested Motion:** I move to approve / not approve Ordinance 3A-21, an Ordinance amending Chapter 19.37 of the Altoona Municipal Code “Twin Home District”.



**ORDINANCE NO. 3A-21**

**An ordinance of the Altoona Common Council amending Title 19 “Zoning”,  
Chapter 19.37 “Twin Home District” regarding minimum building setbacks and lot dimensions**

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

**Section One:**

That Chapter 19.37 “Twin Home District” be modified as follows (note: text ~~strike through~~ are existing marks to be removed, *italics* and **highlighted** marks to be added):

**19.37.030 Yard and setback requirements.**

Yard **Setback** requirements in Twin Home districts for each twin lot shall be as follows

A. Front Yard, not less than sixteen feet, provided:

~~1. Street-facing garage doors shall be recessed by at least six feet behind either the façade of the ground floor portion of the principal building or covered porch measuring at least six feet of projection by twenty feet wide on the same visual plane;~~

~~2.~~ Street-facing garage doors shall be set back not less than twenty-four feet to the nearest portion of any public sidewalk, trail, or right-of-way line that intersects with the driveway; except alley-accessed garages or additions to existing garages;

B. Side yard, ~~8 feet~~ **5 feet** in minimum width on each **unattached** side.

C. Rear yard, not less than 20 feet.

~~D. There shall be a minimum building setback of 75 feet from all streams and bodies of water.~~

~~E. Exceptions as provided in Chapter 19.56.~~

**19.37.040 Lot area and width requirements.**

A. The Twin Lot shall have a minimum area of 9,000 square feet, with not less than 4,500 square feet per single lot.

B. Twin Lots on the inside radius of a corner shall have a width of not less than ~~40~~ **20** feet at the right of way line ~~and 75 feet at the front of the twin home.~~

C. All other lots shall have a minimum width of 90 feet at the minimum front yard setback.

**Section Two:**

A copy of Chapter 19.37 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 11th day of March, 2021.

Approved: \_\_\_\_\_

Published: \_\_\_\_\_

Adopted: \_\_\_\_\_

\_\_\_\_\_  
Brendan Pratt, Mayor

\_\_\_\_\_  
Cindy Bauer, City Clerk

This document drafted by Joshua Clements, City Planner

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THE CITY of *Altoona*

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**NOTICE OF HEARING**

City of Altoona  
Zoning Ordinance Amendment

NOTICE IS HEREBY GIVEN that on **Thursday, March 11, 2021 at 6:05 p.m.** or as soon thereafter as is practical there will be a public hearing on Zoom Teleconference/Video Conference to consider amending Title 19 of the Altoona Municipal Code “Zoning”, Section 19.37 “Twin Home District” regarding minimum building setbacks and lot dimensions.

Due to Coronavirus COVID-19 Residents are encouraged to attend the Council 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 Zoning Ordinance Amendment is available upon request from the City Clerk’s office. All interested parties are invited to attend via Zoom Teleconference or submit your comment in writing prior to the public hearing to [cityhall@ci.altoona.wi.us](mailto: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 Plan Commission will be making a recommendation at its **March 9, 2021** meeting starting at **5:30 p.m.**

  
Cindy Bauer  
City Clerk

Dated this 19th day of February 2021.

Published Wednesday, February 24 and Wednesday, March 3, 2021

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of **THURSDAY, March 11, 2021** Council Meeting Items

Provided below for your consideration is a summary of the **THURSDAY, March 11, 2021** Council Meeting agenda items.

**(IX) NEW BUSINESS**

**ITEM 4 - Discuss/Consider approval of Preliminary Plat (Condominium) as submitted by Ed Bohn for parcel 201235003000 located at 1519 Mayer Road, Altoona, WI. (Public Hearing at the March 9, 2021 Plan Commission Meeting).**

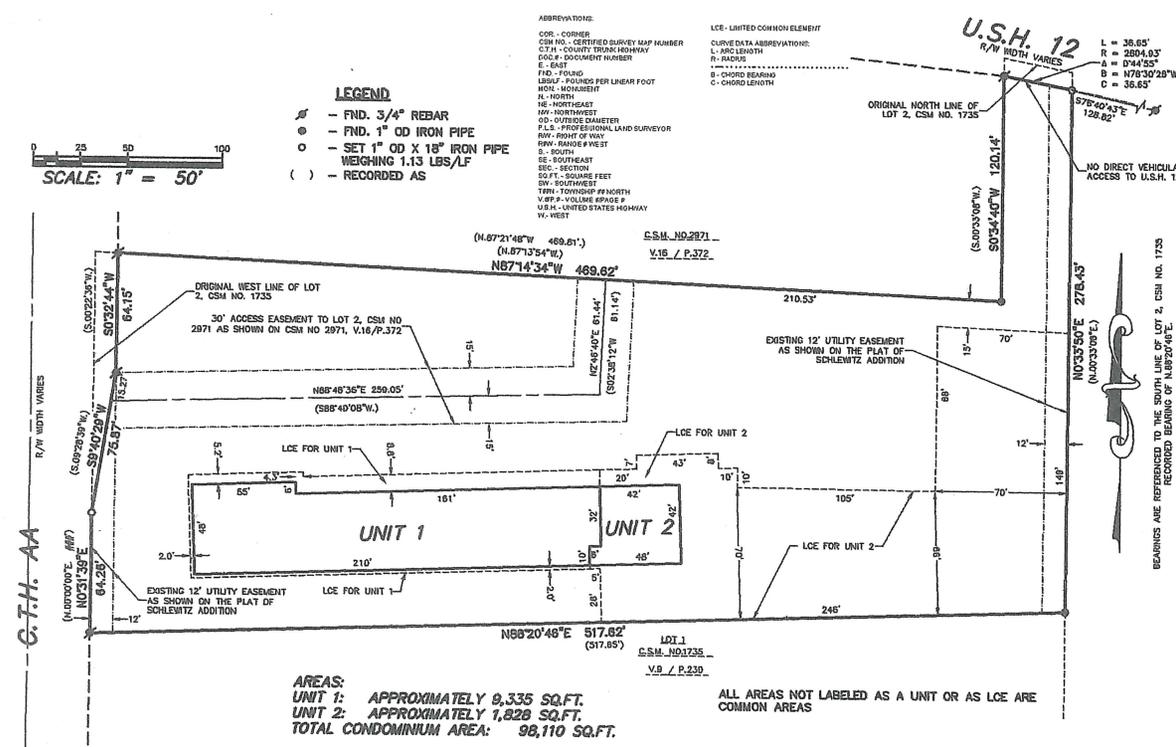
See Enclosed:

- Preliminary Plat
- Draft Condominium Covenants

The proposed Condominium Plat for the 2.249-acre property located at 1519 Mayer Road reflects two units and shared condominium property, limited common elements (LCE), as well as access and utility easements. The purpose of the Condominium Plat is to enable separate property ownership for the existing two businesses located at the property, memorialized as Unit 1 (9,335 SF) “The Shed”, and Unit 2 (1,828 SF) “K9 Dorms”.

No structural improvements or construction activities are proposed at the property at this time.

**Suggested Motion:** I move to approve / not approve the Preliminary Condominium Plat.



**SURVEYOR'S CERTIFICATE:**  
 I, PETER J. GARTMANN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT BY THE DIRECTION OF ED BOHN I HAVE SURVEYED AND MAPPED THE CONDOMINIUM PLAT OF THE SHED LOCATED IN NORTHWEST QUARTER OF THE SOUTHWEST QUARETER, SECTION 30, TOWNSHIP 27 NORTH, RANGE 8 WEST, CITY OF ALTOONA, EAU CLAIRE COUNTY, WISCONSIN BEING PART OF LOT 2,, CERTIFIED SURVEY MAP NUMBER 1735, RECORDED IN VOLUME 9, PAGES 230-232 AS DOCUMENT NUMBER 787430 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2;
- THENCE N.88°12'18"E. 517.62 FEET TO THE SOUTHEAST CORNER OF SAID LOT;
- THENCE N.00°25'22"E., ALONG THE EAST LINE OF SAID LOT, 278.43 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF U.S.H. 12;
- THENCE 36.65 FEET NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERY, THE LONG CHORD WHICH BEARS N.78°30'28"W. 36.65 FEET AND HAVING A RADIUS OF 2804.93 FEET, TO ITS INTERSECTION WITH A WEST LINE OF SAID LOT 2;
- THENCE S.00°26'12"W., ALONG SAID WEST LINE, 120.14 FEET TO AN INSIDE CORNER OF SAID LOT 2;
- THENCE N.87°23'02"W., ALONG THE NORTH LINE OF SAID LOT, 469.62 FEET TO ITS INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF C.T.H. AA;
- THENCE S.00°24'16"W., ALONG SAID EAST LINE, 64.15 FEET TO AN ANGLE POINT IN SAID EAST LINE;
- THENCE S.09°32'01"W., ALONG SAID EAST LINE, 75.88 FEET TO AN ANGLE POINT IN SAID EAST LINE;
- THENCE S.00°23'11"W., ALONG SAID EAST LINE, 64.26 FEET TO THE POINT OF BEGINNING.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND SHOWS THE CORRECT LOCATION OF THE BUILDINGS BUILT OR TO BE BUILT THEREON.  
 THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 703 OF THE WISCONSIN STATUTES AND A-E 7 WISCONSIN ADMINISTRATIVE CODE IN SURVEYING AND MAPPING THE SAME.

**COMMON COUNCIL RESOLUTION:**  
 RESOLVED, THAT THIS CONDOMINIUM PLAT OF THE SHED, IN THE CITY OF ALTOONA, IS HEREBY APPROVED BY THE COMMON COUNCIL.

APPROVED: \_\_\_\_\_ (DATE)  
 SIGNED: \_\_\_\_\_

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL, CITY OF ALTOONA.

(SIGNATURE) \_\_\_\_\_  
 CINDY BAUER, CITY CLERK

**EAU CLAIRE COUNTY CERTIFICATION:**  
 I, DEAN J. ROTH, EAU CLAIRE COUNTY SURVEYOR HAVE REVIEWED THE CONDOMINIUM INSTRUMENTS FOR THE SHED AND CERTIFY PER WISCONSIN STATUTE 703.115(1) THAT SUCH INSTRUMENTS ARE APPROVED FOR RECORDING.

DEAN J. ROTH  
 EAU CLAIRE COUNTY SURVEYOR

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

PETER J. GARTMANN, P.L.S. 2279

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

**CONDOMINIUM PLAT OF  
 THE SHED**

LOCATED IN THE NW¼ OF THE SW¼, SECTION 30, T27N, R8W,  
 CITY OF ALTOONA, EAU CLAIRE COUNTY, WISCONSIN  
 BEING PART OF LOT 2, CSM NO. 1735, V.16/P.230

Document No: \_\_\_\_\_

**DECLARATION OF CONDOMINIUM  
FOR THE SHED CONDOMINIUM**

**RETURN TO:**  
Von Ruden & Nix, S.C.  
4410 Golf Terrace, Suite 210  
Eau Claire, WI 54701  
Attn: Stephen J. Huebscher

See attached Exhibit A

**Parcel Numbers:**

**THIS DECLARATION OF CONDOMINIUM** (this "Declaration") is made as of this \_\_\_\_ day of February, 2021 (the "Effective Date"), by THE BOHN SHED INC., a corporation incorporated under the laws of the State of Wisconsin ("Declarant").

**ARTICLE 1 - DECLARATION**

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

**ARTICLE 2 - NAME; DESCRIPTION OF PROPERTY; RESTRICTIONS**

**Section 2.1 Name.** The name of the condominium created by this Declaration is THE SHED CONDOMINIUM (the "Condominium").

**Section 2.2 Legal Description.** The real estate comprising the Property (the "Land") is located in the City of Altoona, Eau Claire County, State of Wisconsin, and is legally described on **Exhibit A** attached hereto and incorporated herein by reference. The Property is part of a facility consisting of a commercial building, outdoor kennels, and parking area known as The Shed project (the "Project").

**Section 2.3 Addresses.** The initial addresses associated with the Condominium are 1519 Mayer Road, Altoona, Wisconsin, 54720.

**Section 2.4 Covenants, Conditions, Restrictions and Easements.** On the date this Declaration is recorded, the Condominium shall be subject to:

- (a) General taxes not yet due and payable;

- (b) Easements and rights in favor of gas, electric, telephone, water, cable and other utilities;
- (c) All other easements, covenants, and restrictions of record;
- (d) All municipal, zoning, and building ordinances and agreements with any municipality;
- (e) All other governmental laws and regulations applicable to the Condominium;
- (f) All mortgages of record; and
- (g) The rights of all Unit Owners (as hereinafter defined) to travel across the Common Elements to access their individual Units and Limited Common Elements (as hereinafter defined).

### ARTICLE 3 - DESCRIPTION OF BUILDING AND UNITS

**Section 3.1 Identification of Building and Units.** The Condominium shall initially consist of two (2) units (each a “Unit”, and collectively the “Units”) located in the building (the “Building”) identified on the condominium plat attached hereto as **Exhibit B** and incorporated herein by reference (the “**Condominium Plat**”), as such Building is more particularly described in Section 3.2 below. The Condominium Plat shows floor plans that generally describe and show the layout, boundaries, and dimensions of each Unit. The Units shall be identified as Units 1 and 2, inclusive, as numbered on the Condominium Plat. Each owner of a Unit is referred to as a “**Unit Owner**”. Each Unit shall be initially owned as a single Condominium Unit, but may be further separated or subdivided by creating a Divided Unit as hereinafter provided in Article 6. Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner. The Declarant is included in the definition of Unit Owner with regard to unsold Units for which an occupancy permit has been issued by the City of Altoona.

**Section 3.2 Description of Building.** The Building is a one (1) story commercial structure comprised of approximately 11,163 gross square feet, consisting of a commercial Unit containing approximately 9,335 gross square feet, or approximately 84% of the Building (Unit 1), and another commercial Unit containing approximately 1,828 gross square feet, or approximately 16 % of the Building (Unit 2). The Building contains approximately [\_\_\_\_\_] square feet of common area, as more particularly shown on the Condominium Plat. The boundaries of each Unit are more particularly described on the Condominium Plat and in Section 3.3 below. Each of the Units are designated for use as commercial, retail or office space.

**Section 3.3 Boundaries of Units.** The boundaries of each Unit shall be as generally shown on the Condominium Plat, and as more particularly described below.

- (a) *The upper boundary* is the bottom of the horizontal plane of the undecorated finished ceiling of the Building extended to an intersection with the parametrical boundaries;
- (b) *The lower boundary* is the horizontal plane of the Building’s undecorated finished floor extended to an intersection with the parametrical boundaries;
- (c) *The parametrical boundaries* are the vertical planes of the exterior of the perimeter walls extending to the intersections with each other and the upper and lower boundaries of that part of the Building shown as being part of Unit 1 or Unit 2, respectively, on the Condominium Plat, but also including

overhangs, sconces, outside lighting, and anything affixed to or through the exterior perimeter wall of the Building which adjoins Unit 1 or Unit 2, respectively, all as shown on the Condominium Plat.

**Section 3.4 Description of Units.**

(a) Included in Unit. A Unit shall include, without limitation, all improvements now or hereafter located within the above-described boundaries, including:

- (1) Windows and doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit;
- (2) Interior and exterior lights and light fixtures and finishes;
- (3) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them;
- (4) Telephone, fax, cable television, computer, internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them;
- (5) Plumbing fixtures, hot water heaters, fire sprinkler heads, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit;
- (6) Even if located outside the above-described Unit boundaries, the heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit;
- (7) Exterior overhangs, light sconces, exterior decorations, attachment devices and fixtures attached to the interior or outside walls of any part of a designated Unit; and
- (8) Flooring, underlayment, or other floor coverings.

(b) Excluded from Unit. Specifically not included as part of a Unit are those structural components of the Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical, and public or private utility components and/or lines running through a Unit that serve more than one Unit are Common Elements (as hereinafter defined). Those that serve only another Unit shall be deemed a part of that other Unit.

**ARTICLE 4 - COMMON ELEMENTS; LIMITED COMMON ELEMENTS**

**Section 4.1 Common Elements.** The common elements (the "Common Elements") include the following:

- (a) The Land;
- (b) The parking lot, drive aisles, and sidewalks situated on the Land;

(c) Any landscaping or lawn areas situated on the Land not designated as a limited common area on the Plat map;

(d) The foundations, columns, pilasters, girders, beams, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs, or parts thereof, which are not assigned to a specific Unit in Article 3);

(e) All compartments for installation of central services such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating, reservoirs, water tanks and pumps, and the like;

(f) That part of any fire sprinkler system and its associated piping and operating mechanisms serving more than one (1) Unit;

(g) Any garbage enclosures situated on the Land; and

(h) Any other portion of the improvements to the Land that is not part of a Unit as described above or as shown on the Condominium Plat.

**Section 4.2 Limited Common Elements.** Certain Common Elements as described in this Section 4.2 shall be reserved for the exclusive use of the Unit Owners of one (1) or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements". The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein and shall be considered Limited Common Elements:

(a) Access ways attached to, leading directly to or from, or adjacent to each Unit;

(b) Any other Common Element specifically listed as a Limited Common Element on the Condominium Plat; and

(c) Parking areas exclusively for the use of one or more but less than all of the Units as specified on the Condominium Plat.

**Section 4.3 Improvements to Limited Common Elements.** A Unit Owner may improve the Limited Common Elements appurtenant exclusively to that Unit Owner's Unit if all of the following conditions are met:

(a) A statement (i) describing the improvement, including a description of the project, the materials to be used, and the project's proposed impact on the appearance of the Condominium, and (ii) listing the identification of the contractor, is submitted to and approved by the Board of Directors of the Association;

(b) The improvements will neither interfere with the use and enjoyment of any other Unit, nor the Common Elements or Limited Common Elements of the Condominium;

(c) The improvement will not impair the structural integrity of the Condominium, at the reasonable discretion of the Board of Directors;

(d) The improvement will not adversely affect and shall be consistent with the high quality, design, and aesthetics of the Building as originally constructed; and

(e) All costs and expenses of the improvement and any increased costs of maintenance and repair of the Limited Common Elements resulting from the improvement are the obligation of the Unit Owner. Additionally, said Unit Owner shall defend and hold the other Unit Owner(s) and the Association harmless from any liens on the Land that may arise out of such improvement.

**Section 4.4 Conflict Between Unit Boundaries; Common Element Boundaries.**

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of the Building, or as a result of settling or shifting of the Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.3 and 3.4 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of the Building, or as a result of settling or shifting of the Building, then a valid easement for the encroachment and for its maintenance shall exist so long as the Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the Board of Directors of the Association (as hereinafter defined), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.4, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

**ARTICLE 5 - PERCENTAGE INTERESTS; VOTING**

**Section 5.1 Percentage Interests.** The undivided percentage interest in the Common Elements appurtenant to each Unit shall be a percentage equal to the percentage of floor plan area allocated to each Unit. The percentage interest shall be recalculated in the event the number of total Units should change in the future. Initially, Unit 1's percentage interest shall be Eighty-four percent (84%), and Unit 2's percentage interest shall be Sixteen percent (16%).

**Section 5.2 Conveyance, Lease, or Encumbrance of Percentage Interest.** Any deed, mortgage, lease, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

**Section 5.3 Voting.** Notwithstanding the percentage interests listed in Section 5.1 above, Unit 1 and Unit 2 shall each receive one (1) vote at meetings of the Association (as defined in Article 7) or for all other voting purposes as may be allowable hereunder or under the Bylaws (as hereinafter defined).

**Section 5.4 Multiple Owners.** Unless otherwise provided in the Bylaws, if there are multiple owners of any Unit, or if there are multiple owners of Sub-Units in a Divided Unit, the vote for the Unit or Divided Unit (as applicable) shall be cast as agreed by the persons who have an ownership

interest in the Unit or Divided Unit (as applicable), and if only one such person is present it is presumed that person has the right to cast the Unit vote unless contrary evidence is presented.

**Section 5.5 Limitations on Voting Rights.** No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The Bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

**Section 5.6 Tax Assessments.** For real estate tax assessment purposes, the following provisions shall apply:

(a) 2020. Real estate taxes and assessments assessed against the Land for calendar year 2020 shall be payable entirely by Declarant.

(b) 2021. Real estate taxes and assessments assessed against the Land and the Building for calendar year 2021 shall be prorated based upon each Unit Owner's proportionate share for the Building (i.e., [ ]% shall be assessed to Unit 1 and [ ]% shall be assessed to Unit 2).

(c) 2022. Real estate taxes and assessments due and payable in and for calendar year 2022 and beyond shall be billed directly to the Unit Owners by the City of Altoona based on the City's assessments.

(d) True-Ups. In the event any real estate taxes or assessments are assessed against the Land as an entire parcel, or if a Unit Owner is assessed for a portion of the Land contrary to the intentions set forth in the Section 5.6(b) above, the parties hereby agree to work together in good faith to properly allocated and pay any real estate tax assessments based upon said above intentions.

## ARTICLE 6 - SUBDIVISION OF UNITS

**Section 6.1 Subdivision of Units.** The Unit Owner of any of the initial Units may create further separate condominium Unit or multiple Units within such Unit owned (the "Divided Unit", as applicable), upon (a) obtaining the consent of the Association, which consent shall not be unreasonably withheld, (b) by amending the Declaration and Condominium Plat, and (c) assigning a new identifying number to each new unit created by the subdivision of the Unit. Said Amendment shall be in accordance with Wis. Stat. § 703.13(7). Upon the subdivision of the applicable Unit into two or more individual units, the Association shall label each new Unit as a "Sub-Unit"; provided, however, that such Sub-Units may thereafter be considered a "Unit" hereunder in applying the provisions of this Declaration, as amended, with the exception of voting rights which shall remain one (1) vote for Unit 1 and one (1) vote for Unit 2 regardless of any Divided Unit or Sub-Unit that may be created therein. The Association shall allocate to the Sub-Unit(s) all of the undivided interest in the Common Elements and rights to use the Limited Common Elements formerly appertaining to the original Divided Unit. The amendment to the Declaration shall also reflect the proportionate allocation to the Sub-Unit of the liability for taxes and Common Expenses, and the right to any Common Surplus (as hereinafter defined). There shall be no limitation on the time frame for which each Unit Owner may separate or subdivide their respective Unit into Sub-Units. Each such Sub-Unit(s) shall thereby become a separate Unit within the Divided Unit, which may include a subdivision of the Limited Common Elements appurtenant to the applicable Divided Unit, which may thereafter be

assigned or apportioned to such Sub-Unit, as it pertains (to be more particularly described in the amended Condominium Plat).

**Section 6.2 Proration of Common Expenses.** Under the amendment to the Declaration upon such further sub-division, each Sub-Unit shall be responsible to the extent of its pro-rata share of Common Expenses as such expenses pertain to the responsibility of the Sub-Unit to pay for such expenses to the Association, as provided herein and as set forth in Section 5.1.

**Section 6.3 Miscellaneous.** The Association shall not unreasonably withhold approval of a subdivision of any Unit and shall join in the amendment to the Declaration for the subdivision of a Unit to the extent required to accomplish the purposes of this Article, and shall execute all documents necessary to achieve the subdivision. The amendment to the Declaration shall provide that any and all liens on any Sub-Units arising by virtue of Wis. Stat. § 703.165 or by this Declaration shall be the responsibility of the Sub-Unit; provided, however, that all Common Expenses allocated to the Divided Unit under this Declaration shall be allocated to the Sub-Unit by the Amendment and in the event any Common Expenses or other assessments levied against the Divided Unit by the Association are not paid when due, the Association shall have a lien on each Sub-Unit, but only to the extent that the owner of such Sub-Unit has failed to pay, when due, any of such expenses which have been assessed against the Sub-Unit by the Association hereunder. The amendment to the Declaration shall further provide that each Sub-Unit shall also be entitled to an undivided ownership interest in the Common Elements and Limited Common Elements in proportion to the gross square footage assigned to said Sub-Unit in relation to the entire gross square footage of the Building. All mortgages on the Divided Unit are subject to and subordinate to the rights of the applicable Unit Owner or Sub-Unit Owner to create a Sub-Unit, and to any amendment to the Declaration evidencing the same. This Declaration, as amended, the Bylaws, the Articles (as hereinafter defined) and the Rules and Regulations (as hereinafter defined) which are applicable to the Divided Unit shall be made part of and shall not be modified by the separation of the Divided Unit into a Sub-Unit or Sub-Units.

## ARTICLE 7 - CONDOMINIUM ASSOCIATION

**Section 7.1 General.** Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as **THE SHED CONDOMINIUM OWNERS ASSOCIATION, INC.** (the "Association" or the "Condominium Owner's Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose, or to a Manager (as hereinafter defined) as provided in Section 7.10 below. The Association shall be incorporated as a nonstock corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), Chapter 703 or the Condominium Ownership Act, this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit or Sub-Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations", See Exhibit D attached hereto), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless otherwise stated in such amendment or modification.

Section 7.2            **Declarant Control.** Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall initially totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold or transferred to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent.

Section 7.3            **Board of Directors.** The affairs of the Association shall be governed by a board of directors (the "Board of Directors").

Section 7.4            **Maintenance and Repairs.**

(a)     Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within such Unit Owner's Unit, or such improvements constructed by such Unit Owner in or on the Limited Common Element area reserved for such Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems, even if the same are located in another Unit. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to any other Unit, Sub-Unit, Limited Common Element, or Common Element, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit (or such further time as is reasonably necessary provided the Unit Owner is working diligently to correct the condition), shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.7. Notwithstanding any provision herein to the contrary, all maintenance, repairs or replacements by a Unit Owner to the exterior walls of the building, or capital expenditures related thereto, must be approved with the prior consent of the Association, which consent shall not be unreasonably withheld.

(b)     Limited Common Elements. The owner of Unit 2 shall responsible for the maintenance of the lawn and fences for area designated in the Condominium Plat as the Limited Common Element appurtenant to Unit 2. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, and general cleanliness of the Limited Common Elements which use is reserved to its Unit. If a Unit Owner fails to maintain the general cleanliness and presentability of a Limited Common Element, the Association may, upon fifteen (15) days' prior written notice to the Unit Owner of such Unit, have the right to correct such condition and the Unit Owner of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.7.

(c)     Common Elements. Except as hereinabove provided, the Association of Manager, as the case may be, shall be responsible for the management and control of the Common Elements and shall maintain the same in good, clean, and attractive order and repair. In addition, the Association shall be responsible for providing and maintaining all Common Elements for general maintenance, testing, and operation of the fire sprinkler system (other than sprinkler heads); and for snow plowing all sidewalks, driveways, parking lots, private streets, and the maintenance, repair, and replacement of all outdoor amenities, including landscaping, sidewalks, and driveways which are not the responsibility of a Unit Owner or a third party based on a separate agreement.

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

**Section 7.5 Common Expenses.** Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and other areas described in Section 7.4, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: lawn care; landscaping; snow shoveling and plowing; improvements to the Common Elements; security lighting for the Common Elements; municipal utility services provided to the Common Elements; and maintenance and management salaries and wages. Additionally, Common Expenses shall include the Condominium's share of the common expenses for the portions of the Project not subject to any condominium declaration and other areas not allocated to a Unit under this agreement, including maintenance, repair, and replacement of access roads, parking areas, and driveways within the Project, and snow removal, landscaping, and street lighting within the Project.

**Section 7.6 General Assessments.** The Association shall levy quarterly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners or Declarant, as applicable, shall be assessed in proportion to their percentage interests in the Common Elements. General Assessments shall be due in advance on the first day of each quarter, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. If the Association has established a statutory reserve account under Wis. Stat. § 703.163, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the Building in which the Unit is located has been completed.

**Section 7.7 Special Assessments.** The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for (a) deficiencies in the case of destruction or condemnation as set forth in Section 10.5 and Section 11.5, respectively; (b) defraying the cost of improvements to the Common Elements; (c) for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.4 and Article 14; or (d) or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the

Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

**Section 7.8 Common Surpluses.** If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any Construction Fund as described in Section 10.6 and Section 11.6, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective percentage interests in the Common Elements or may be used for any other purpose as the Association may determine.

**Section 7.9 Certificate of Status.** The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

**Section 7.10 Management Services.** The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Any amount payable by the Association to the Manager under the management contract shall be chargeable to the Unit Owners as a Common Expense. The management contract shall be subject to termination by the Association pursuant to Wis. Stat. § 703.35. Certain services may be available only on a fee-for-service basis by agreement between the Manager and a specific Unit Owner. Notwithstanding the foregoing, initially there shall be no overall manager hired by the Association and until such time as the Association determines to the contrary, each Unit Owner shall be responsible for employing, at its own expense, a manager for its own Unit.

**Section 7.11 Enforcement of Lien.** The Association may bring an action at law against the Unit Owner obligated to pay the same, for collection of its unpaid proportionate share of the Common Expenses, or foreclose the lien against the Unit(s) owned by such Unit Owner, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each Unit Owner, by acceptance of a deed to a Unit, hereby expressly vests in the Association or its agents the right and power to bring all actions against such Unit Owner for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens. The lien provided for in this Section shall be in favor of the Association and shall be for the common benefit of all Unit Owners. The Association acting on behalf of the Unit Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

## **ARTICLE 8 - ALTERATIONS AND USE RESTRICTIONS**

### **Section 8.1 Unit Alterations.**

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

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

(c) Percentage Interest Upon Acquisition of Adjoining Units. If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's percentage interest in the Common Elements shall be equal to the combined percentages of the Units from which the resulting Unit was created.

**Section 8.2 Separation, Merger and Boundary Relocation.** Separation of Units shall be as provided in Article 6. Boundaries between Units may be relocated upon compliance with Wis. Stat. § 703.13(6) and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Wis. Stat. § 703.13(8) and with the written consent of the Association. No boundaries of any Units may be relocated and no Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected. Any Unit Owner applying for a boundary relocation or merger of Units shall provide to the Association for review complete plans and specifications for the relocation or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a boundary relocation or merger shall pay for the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. Where any boundary relocation or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation or merger, the percentage interests in the Common Elements shall be reallocated as follows:

(a) Relocation. In the case of a boundary relocation, the percentage interests that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined as follows: for each resulting Unit, the percentage interests of the two Units whose boundary is being relocated shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the resulting Unit, and the denominator of which is the square footage of both resulting Units. The product is the new percentage interest for the resulting Unit.

(b) Merger. In the case of the merger of two or more Units, the percentage interests appurtenant to the resulting Unit shall be the combined percentages of the Units from which the resulting Unit was created. Furthermore, votes in the Association appurtenant to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.

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

**Section 8.3 Use and Restrictions on Use of Units.** The use of each Unit is hereby restricted as follows, and such uses shall not be changed without the consent of the Association:

(a) General Use and Restrictions. The Units and Sub-Units shall be used only for offices, commercial and/or retail purposes and uses appurtenant thereto as set forth in the Condominium Declaration Use Rules attached hereto as Exhibit C. In the event any Unit Owner is required to obtain a conditional use permit for a certain tenant or tenants of all or any portion of such Unit, the other Unit Owner(s) agrees to not object to any such conditional use permit application(s), provided that such conditional use is listed as a permitted use in Exhibit C.

(b) General Rules. The Units and Sub-Units shall also be subject to the Rules & Regulations shown on Exhibit D attached hereto as the same may be changed from time to time by action of the Condominium Owners Association.

Section 8.4 Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.1. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

Section 8.5 Lease of Units.

(a) Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that:

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

(2) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of forty-five (45) days following delivery of written notice to the tenant specifying the violation; and

(3) The lease does not allow the tenant to use the premises for any prohibited purpose as set forth on Exhibit C attached hereto.

(b) Liability of Unit Owner. During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The restrictions against leasing contained in this Section 8.5 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

Section 8.6 Signs. The Unit Owner of either Unit may attach signage to the exterior of the Building to the extent allowable by applicable law; provided that said Unit Owner shall first confer with the Association to ensure that said signage is reasonably acceptable and will not endanger the structural integrity of the Building. The Unit Owner of either Unit may allow signs to be displayed from the interior and/or window space of Units to the extent allowable by applicable law.

**Section 8.7 Garbage and Refuse Disposal.** No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All garbage shall be placed in the appropriate trash receptacle(s).

**Section 8.8 Storage.** Outdoor storage of disabled vehicles or personal property shall not be permitted, unless specifically allowed in the current applicable Rules and Regulations.

**Section 8.9 Landscaping.** Unit Owners may not plant any decorative plants, vegetables, and shrubbery outside of the Owner's Unit without the prior written consent of the Association.

**Section 8.10 Antennas.** No Unit Owner, or any tenant of any Unit Owner, shall install, erect or place any radio, television, or other antenna anywhere on the exterior of the Building without the prior consent of the Association.

## ARTICLE 9 - INSURANCE

**Section 9.1 Fire and Extended Loss Insurance.** The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for each Unit as originally constructed as of the date the occupancy permit for each Unit was originally issued, and for the Association's service equipment, supplies and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all personal property located therein for not less than the full replacement value thereof or actual cash value. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests in the Common Elements, and shall list each Unit Owner as an additional insured with respect to its Unit. The policy(ies) shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article 10.

**Section 9.2 Public Liability Insurance.** The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000.00 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

**Section 9.3 Fidelity Insurance.** Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named

insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

**Section 9.4 Mutual Waiver of Subrogation.** Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

**Section 9.5 Standards for All Insurance Policies.** All insurance policies provided under this Article 9 shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the Board of Directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

#### **ARTICLE 10 - RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION**

**Section 10.1 Determination to Reconstruct or Repair.** If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to \$5,000.00 times the number of Units then making up the Condominium. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction.

**Section 10.2 Plans and Specifications.** Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements, unless (a) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (b) the Board of Directors of the Association authorizes the variance in the case of reconstruction of or repair to the Common Elements. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

**Section 10.3 Responsibility for Repair.** In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

**Section 10.4 Insurance Proceeds and Construction Fund.** Insurance proceeds held by the Association as trustee pursuant to Section 9.1 shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements. The Association shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees

shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 10.6.

**Section 10.5 Assessments for Deficiencies.** If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

**Section 10.6 Surplus in Construction Funds.** All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as "Construction Funds". It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests in the Common Elements.

**Section 10.7 Damage or Destruction of Unit.** Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

## ARTICLE 11 - CONDEMNATION

**Section 11.1 Allocation of Award.** Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) If no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements.

**Section 11.2 Determination to Reconstruct Common Elements.** Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed.

**Section 11.3 Plans and Specifications for Common Elements.** Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the taken Common Elements unless all of the Unit Owners and the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

**Section 11.4 Responsibility for Reconstruction.** In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

**Section 11.5 Assessments for Deficiencies.** If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective percentage interest in the Common Elements and shall constitute a Common Expense.

**Section 11.6 Surplus in Construction Fund.** It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective percentage interests in the Common Elements.

**Section 11.7 Percentage Interests Following Taking.** Following the taking of all or any part of any Unit, the percentage interest in the Common Elements appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any improvements located within the Units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the Association.

## ARTICLE 12 - MORTGAGEES

**Section 12.1 Notice.** Any holder, insurer or guarantor of a recorded mortgage encumbering a unit, and any vendor under a recorded land contract encumbering a Unit (in each case, a "Mortgagee"), which in any of the foregoing cases has so requested of the Association in a writing received by the Association's agent for service of process, shall be entitled to receive timely written notice of the following matters:

- (a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws;
- (b) After 30 days, any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles or Bylaws or the Rules and Regulations by the Unit Owner whose Unit is subject to the mortgage or land contract;
- (c) Any physical damage to the Common Elements in an amount exceeding five percent (5%) of their replacement value;
- (d) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage or land contract;
- (e) Any sixty (60)-day delinquency in the payment of any charges and assessments owed under Article 7 above by the owner of any Unit securing the mortgage or land contract;
- (f) A lapse, cancellation, or material modification of any insurance policy maintained by the Association;
- (g) Any proposed action that requires the consent of a specified percentage of Mortgagees; and

(h) Any proposed amendment of this Declaration, the Articles or Bylaws that would affect a change in:

(1) The boundaries of any Unit subject to the mortgage or land contract, or the exclusive easement rights appertaining thereto;

(2) The percentage interest appurtenant to any Unit subject to the mortgage or land contract;

(3) The number of votes in the Association appertaining to any Unit subject to the mortgage or land contract; or

(4) The purposes to which any Unit subject to the mortgage or land contract or the Common Elements are restricted.

**Section 12.2 Amendment of Provisions Affecting Mortgagees.** Notwithstanding the provisions of Article 13 of this Declaration, neither Section 12.1 nor any Section of this Declaration requiring the approval of any Mortgagee to any action, nor any amendment of a material adverse nature to Mortgagees generally, shall be amended or adopted unless all Mortgagees have given their prior written approval. The Mortgagees of at least fifty-one percent (51%) of the mortgaged Units must consent to an amendment that is materially adverse to the Mortgagee's interests. If a Mortgagee does not respond within sixty (60) days after receipt of proper notice of any written proposal to amend this Declaration, such amendment shall be deemed approved by that Mortgagee, provided such notice was delivered to the Mortgagee by certified or registered mail with a return receipt requested.

**Section 12.3 Owners of Unmortgaged Units.** Except as otherwise set forth in Section 12.2 above, whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

**Section 12.4 Condominium Liens.** Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

#### **ARTICLE 13 - AMENDMENT**

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended only with the written consent of all Unit Owners (which shall include the Declarant in the event the Declarant owns any unsold Unit(s) prior to the waiver or termination of Declarant control as provided herein), which consent may not be unreasonably withheld. No Unit Owner's consent shall be effective without the consent of the first Mortgagee of such Unit. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Eau Claire County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association.

#### **ARTICLE 14 - REMEDIES**

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the City of Altoona, Wisconsin or Eau Claire County, Wisconsin to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article 7), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefore. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article 7. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

## ARTICLE 15 - MISCELLANEOUS

**Section 15.1 Utility Easements.** The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the rights to grant to the City of Altoona or public or semi-public utility companies easements and rights-of-way for the erection, construction, and maintenance of all poles, cabling, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

**Section 15.2 HVAC Easements and Related Services Easements.** Non-exclusive easements are hereby granted and declared throughout Unit 1 and 2 and any Common or Limited Common Areas for the benefit of the Unit Owner and any Sub-Unit Owners of Unit 1 or Unit 2 for the installation, use, repair, improvement, and maintenance of any needed heating, ventilation, air conditioning equipment,

fire suppression equipment, and related services on the roof of the building, and otherwise to appropriately connect the same to Unit 1 or Unit 2, respectively, and to the required services. Such equipment will be installed so as to reasonably minimize any encroachment into any of the Units and be within the construction tolerances of the Building. Said installation, use, maintenance, improvements, and repairs may include access through walls, dedicated access doors, and the like. In the event such installation, use, repairs, improvement, or maintenance damages any portion of Unit 1 or 2, the Unit Owner or applicable Sub-Unit Owner(s) of Unit 1 or 2, respectively, shall be responsible for all costs, expenses, and repair necessary to return Unit 1 or 2, as applicable, back to its prior condition.

**Section 15.3 Right of Entry.** By acceptance of a deed to a Unit, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.4. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.

**Section 15.4 Notices.** All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 15.7. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

**Section 15.5 Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

**Section 15.6 Declarant Access During Construction of Improvements.** During any period of construction of the Building and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping, and other repairing or servicing of all or any part of the Condominium or the expanded Condominium.

**Section 15.7 Resident Agent.** The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is **The Bohn Shed Inc**, 1303 Daniels Road, Altoona, Wisconsin 54720. The resident agent may be changed by the Association in any manner permitted by law.

**Section 15.8 Assignment of Declarant's Rights.** The rights, powers, and obligations of the party named as Declarant may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations. Upon the recording of any such amendment, such assignee shall become the Declarant under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein.

Section 15.9      **Conflicts.** If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

Section 15.10      **Deadlock.** In the event of any deadlock in voting with respect to this Declaration, such deadlock shall be resolved as follows: (1) the parties agree to mediate the dispute; or (2) if either party so requests at any point, by binding arbitration in Eau Claire County, Wisconsin, by a single arbitrator mutually agreed to by the disputing parties pursuant to the then current rules of the American Arbitration Association provided, however, that such arbitration need not be conducted by the American Arbitration Association. Such arbitration shall be the sole and exclusive remedy for such disputes except as may otherwise be provided in this Declaration. Any award rendered shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction.

*[Signature page follows.]*

IN WITNESS WHEREOF, Declarant has caused this Declaration of Condominium to be executed as of the Effective Date.

**DECLARANT:**

**THE BOHN SHED INC.**  
a Wisconsin corporation

By: \_\_\_\_\_  
Name: XXXXX  
Its: President

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN            )  
  )ss.  
COUNTY OF EAU CLAIRE        )

Personally came before me on the \_\_\_\_ day of February, 2021, the above-named XXXX, Manager of The Bohn Shed Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
State of Wisconsin  
My commission expires: \_\_\_\_\_

**This Instrument Drafted By:**

Stephen J. Huebscher  
Von Ruden & Nix, S.C.  
4410 Golf Terrace, Suite 210  
Eau Claire, WI 54701

**CONSENT OF MORTGAGEE**

The undersigned, being the holder of:

1. The below-listed mortgage and assignment of leases and rents, if applicable, executed by **The Bohn Shed Inc.** to the undersigned, recorded in the office of the Register of Deeds of Eau Claire County, Wisconsin on \_\_\_\_\_, \_\_\_\_\_, as Document Nos. \_\_\_\_\_, respectively;

does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this \_\_\_\_\_ day of February, 2021

**LENDER:**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of February, 2021, \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who acknowledged the foregoing document for the purposes recited therein on behalf of \_\_\_\_\_.

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Notary Public, State of \_\_\_\_\_  
 My Commission expires \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

**The Land comprising the Property is legally described as follows:**

*[Exhibit A]*

**EXHIBIT B**

**CONDOMINIUM PLAT**

**[Attached.]**

***[Exhibit B]***

EXHIBIT C

CONDOMINIUM DECLARATION USE RULES

**I. Permitted Uses:**

- Automatic Teller or similar machine areas
- Book, video, movie, computer rental or sales
- Computer/video gaming and arcade
- Restaurants
- Groceries, meat market, delicatessen, bakery
- Bars, taverns, and pubs
- Coffee, tea, espresso and other lawful food and beverage store
- Fitness facilities and merchandise sales
- Copy, postal, packaging, mailing and wrapping services
- Clothing or apparel stores
- Shoe stores
- General office equipment or supplies
- Doctor, chiropractor, dentist offices
- Pharmacy and drug stores
- Office activities
- Personal services (not including massage parlors or tattoo and body piercing services)
- Flower shops
- Housewares stores
- Furniture stores
- Sporting goods stores (including bicycles)
- Cameras and photo stores
- Tailor stores
- Locksmith stores
- Beauty parlor/barbershop
- Convenience store
- Dog kennel
- Antique or re-sale store

**II. Prohibited Uses:**

- Mortuaries or crematory
- Shooting gallery
- Off-track betting (provided the state-sponsored lottery tickets shall not be prohibited)
- Refinery
- Adult bookstore or facility selling or displaying pornographic books, literature, video tapes, or visual media (material shall be considered “adult” or “pornographic” for such purpose if the same are not available for sale or rent to children under 18 years old because they explicitly deal with or depict human sexuality) and adult cabarets
- Any establishment displaying or selling illegal drug related materials
- Any residential use
- Skating or roller rink

- Car wash or car repair
- Homeless shelters or temporary housing facility
- Probation or parole agency
- Recycling facility
- Tattoo and/or body piercing services

**III. Uses Subject to Approval Process:**

- All uses not addressed above may only be allowed by an affirmative vote of the Association's Board of Directors. The Board shall make the determination based on the nature of the proposed use and its likeness, compatibility, and for no or minimal effect on the sale value of the other Units or Sub Units in the building. Their decision can be appealed without prejudice through a single arbitrator process. Said process shall be governed by the same procedures as provided in the Association Bylaws, as the same may be amended from time to time.

EXHIBIT D

CONDOMINIUM RULES AND REGULATIONS

1. All loading and unloading of goods, merchandise, supplies, and fixtures shall be done only in the areas and through the entrances of the building designated for such purposes. During the initial stocking of a store, the Unit Owner/tenant may use the front entrance for loading and unloading. Use of the loading areas must be scheduled with the property manager in advance and shall be limited to a specific duration as determined by the property manager. Vehicles left in the loading area without prior approval will be subject to tickets and towing.
2. All garbage and refuse shall be stored in the dumpsters outside the Building and shall be prepared for collection in the refuse area in the manner specified by the property manager.
3. No aerial of any kind or type shall be erected on the roof or exterior walls of the Building without the express approval of the Association.
4. Except for the material expressly permitted by Wis. Stats. §703.105 (which shall be subject to reasonable regulation by the property manager under Wis. Stats. §703.105(2)), no signs or graphics shall be inscribed, attached, affixed, or painted on any window or exterior wall without prior written approval of the property manager, which approval may not be unreasonably withheld. Any such sign or graphics not so approved shall be removed by the occupant and/or Unit or Sub-Unit owner at the request of the property manager.
5. No Unit or Sub-Unit owner or other occupant shall install any lighting or plumbing fixtures, shades, or awnings, or put any decorations or painting, or build any fences or similar devices on the roof or exterior walls of the Project without prior written approval of the property manager.
6. No Unit or Sub-Unit owner or other occupant shall place anything including, but not limited to, merchandise displays, advertisements, or signs in any of the common areas of the Project or the parking lot, drive aisles or sidewalks adjacent thereto, without prior approval of the property manager.
7. All permanent signs shall comply with the approved City of Altoona sign permit and shall be approved by the property manager. Signs not in compliance, or not approved, will be subject to removal. Any temporary signs must be approved by the property manager.
8. No Unit or Sub-Unit owner, or other occupant shall hold auction, fire, or bankruptcy sales in the Project without the prior consent of the property manager.
9. All mechanical installations shall be performed by contractors approved by, performed in a manner consistent with, and placed in accordance with the directions of the property manager.

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of **THURSDAY, March 11, 2021** Council Meeting Items

Provided below for your consideration is a summary of the **THURSDAY, March 11, 2021** Council Meeting agenda items.

**(IX) NEW BUSINESS**

**ITEM 5 - Discuss/consider contract award for Comprehensive Planning Services. (Discussed at the March 9, 2021 Plan Commission Meeting).**

See Enclosed:

- Planning Department Memorandum 2021-0304

Discussed at the March 9th Plan Commission meeting.

As you know, the City has allocated 2021 budget resources to undertake a new comprehensive plan. The City received eight responses and interviewed four firms. Please see the enclosed Memorandum briefly summarizing the recruitment process to this point.

The review committee recommends the selection of **Vandewalle Associates** to enter into contract negotiations to complete the Comprehensive Planning Services and East Area Neighborhood Plan. An affirmative selection will empower city staff to negotiate a contract that includes a scope of work and fee arrangement.

**Suggested Motion:** I move to recommend/not recommend the selection of Vandewalle Associates for Comprehensive Planning Services and authorize the Mayor to sign upon negotiation of the final contract.

**PLANNING DEPARTMENT**

Planning Services Contract

2021 March 4

TO: Altoona City Council  
Altoona Plan Commission

FROM: Joshua Clements AICP, City Planner

CC: Mike Golat, City Administrator  
Roy Atkinson, Management Analyst

RE: Selection of Firm for Planning Services Contract

As you know, the City of Altoona 2021 Budget includes resources for three planning activities: Comprehensive Plan; East Area Neighborhood Plan; and Windsor Forest Place Plan. This Memorandum briefly describes the advertisement and screening process relating to the selection of a Firm or Firms to complete the first two of these activities. As you recall, the Plan Commission and Council approved the content and process of each activity advertised as Requests for Qualifications (RPQ).

The RFQ for Comprehensive Planning Services (CP) was issued on December 17<sup>th</sup> and responses due on February 8<sup>th</sup>. The City received eight responses. At least two additional Firms inquired but did not prepare a response. Staff and reviewers were pleased with the number and impressed with the quality of the responses.

Community Colaboration	MSA
Foth	SRF + Maxfield Research + CBS <sup>2</sup>
Graef	Swanson Haskamp + Ayres Associates + Toole Design Group
Hoisington Koegler Group Inc. (HKGi)	Vandewalle Associates

The RFQ for Planning Services for the East Area Neighborhood Plan (NP) was issued on January 18<sup>th</sup> and responses due on February 22<sup>nd</sup>. The City received ten responses, including seven from Firms also involved in responses for the Comprehensive Plan.

Ayers Associates	SEH
Community Collaboration	Silvernail
Graef	SRF
HKGi	Vandewalle
MSA	Wendel

I created a review criteria worksheet to guide the review, scoring and selection process. The CP responses were distributed to all members of the Plan Commission as well as Mike and Roy with invitation to review and score. In addition to staff, five of the seven commissioners participated in the scoring of submissions. Due to the number of responses and the amount of material, this process required a week longer than initially envisioned. The scoring was completed prior to the receipt of NP responses.

I tabulated the scores from the eight reviewers, and convened a meeting of the review team comprised of City Staff, Mayor Pratt, and Councilmember Biren. The committee reviewed and discussed the scores, discussed the selection process, and identified the top four scoring responses to be invited for 75 minute interviews conducted via Zoom. The Firms invited to interview were Graef, HKGi, SRF, and Vandewalle.



During the selection process and interview discussion, the committee arrived at the approach of interviewing Firms who scored uniformly high on CP and NP responses. The firms that scored high on the CP also were among the top scores for NP, albeit with a smaller number of reviewers on the latter.

The RPQs were issued separately, with the intention being that as separate but coordinated projects may yield a broader pool of interested Firms, and potential benefit of realizing talent and insight from multiple Firms. However, the responses to the NP indicated our budget may be limiting in achieving the desired outcome from that project. Several firms indicated that completing both projects as a single contract would yield budgetary benefits.

If there was a Firm that was distinguished in the CP, and a separate Firm distinguished in the NP, the committee would retain the option to recommend separate contracts as initially envisioned.

The interviews were held on March 2<sup>nd</sup> and 3<sup>rd</sup>. Following the interviews, the committee met to discuss. Each of the firms interviewed were impressive and displayed various strengths and experiences. The high quality and competitiveness of the interviews necessitated call-back 30-minute interviews on March 4<sup>th</sup> with Graef and Vandewalle.

The review committee recommends the selection of **Vandewalle Associates** to enter into contract negotiations to complete the Comprehensive Planning Services and East Area Neighborhood Plan.

An affirmative selection will empower city staff to negotiate a contract that includes a scope of work and fee arrangement.

Best

A handwritten signature in black ink that reads "Joshua Clements". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Joshua Clements, AICP  
City Planner

# THE CITY of *Altoona*

[To Agenda>>](#)

## MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of **THURSDAY, March 11, 2021** Council Meeting Items

Provided below for your consideration is a summary of the **THURSDAY, March 11, 2021** Council Meeting agenda items.

### **(IX) NEW BUSINESS**

#### **ITEM 6 - Discuss/consider Resolution 3A-21, a Resolution dedicating Perseverance Park in the Prairie View Ridge Subdivision. (Discussed at the February 22, 2021 Parks & Rec Board Meeting and the March 9, 2021 Plan Commission Meeting).**

See Enclosed:

- Resolution 3A-21 Dedication of Perseverance Park

Discussed at the February 22nd Parks Board and March 11th Plan Commission

As you may recall, the dedication of the Prairie View Ridge neighborhood included dedication of parkland to the City. The matter of naming the parkland was discussed by the Parks Board with the recommendation of “Perseverance Park”. The proposed resolution includes a brief description of the purpose of such name, including:

- Recognition of the tremendous perseverance by the people of Altoona and across the world throughout the ongoing Covid-19 pandemic, reaching one year extent within our community this very month;
- The U.S. National Aeronautics and Space Administration (NASA) successfully landed the Perseverance Rover on the planet Mars on February 18<sup>th</sup>, 2021, a historic mission marking the next progression in human exploration of our solar system, the search for evidence of past life, test new technology, and advance frontiers of knowledge.

The name Perseverance Park is to forever dedicate in our common memory and for future generations the historic events of this past year, as well as the quality and value of perseverance through adversity and hardship. The motion to recommend the name included the dedication of a marker describing the meaning and purpose of this name and the events of this year to stimulate reflection, to be placed and maintained with future improvements to the park.

The name was suggested by Parks Board Member Bruce Thielen, and welcomed with unanimous consent by the Parks Board.

**Suggested Motion:** I move to approve / not approve Resolution 3A-21 dedicating Perseverance Park.

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# THE CITY *of Altoona*

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## Resolution 3A-21

### Dedication of Perseverance Park

**Whereas**, the provision of parkland, trails and other public facilities advance public health, safety and welfare; and

**Whereas**, providing high-quality parks and public spaces is and has been a cornerstone of the City's approach to pursuing high quality of life for all of its residents, advancing social equity, supportive of economic development objectives, and in maintaining and preserving natural environments, native plants and animals; and

**Whereas**, the Altoona community and our common society continues to display perseverance, resilience, sacrifice and adaptation due to widespread disruptions and hardships created by the ongoing Covid-19 viral pandemic, as of this date approaching a year within our community and one of the most deadly pandemics in world history, and the tremendous adversity created by this generational event; and

**Whereas**, the U.S. National Aeronautics and Space Administration (NASA) successfully landed the Perseverance Rover on the planet Mars on February 18<sup>th</sup>, 2021, a historic mission marking the next progression in human exploration of our solar system, the search for evidence of past life, test new technology, and advance frontiers of knowledge; and

**Whereas**, Perseverance is the name selected by the Altoona Parks Board on February 22, 2021 for the purpose of permanent reflection and remembrance of these historic events; and

**Whereas**, the provision and dedication of this property to the City of Altoona by Wurzer Builders is in partial satisfaction of the City of Altoona's parkland dedication requirements; and

**Whereas**, the dedication of Perseverance Park shall ensure this land is reserved for enjoyment by the public and preservation of open space in perpetuity; and

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Altoona does hereby dedicate "**Perseverance Park**" a City Park:

- (1) The parkland area is further described as Outlot 2 of the Plat for Prairie View Ridge, more specifically the northern 0.75-acres and adjoining recreational trail so dedicated for public recreational purposes independent of the stormwater uses of the property, as illustrated in Exhibit A.
- (2) The land shall be reserved for public recreational activities, public facilities, open space, and preservation of natural plant and animal communities.

- (3) A prominent and durable marker is to be commissioned and placed in association with future parkland improvements describing the purpose of the given name for Perseverance Park consistent with the Altoona Parks Board recommendation and this Resolution. This marker shall be maintained to stimulate reflection and remembrance by future park users of the historic events of our current time.

Adopted this 11<sup>th</sup> day of March, 2021

**CITY OF ALTOONA**

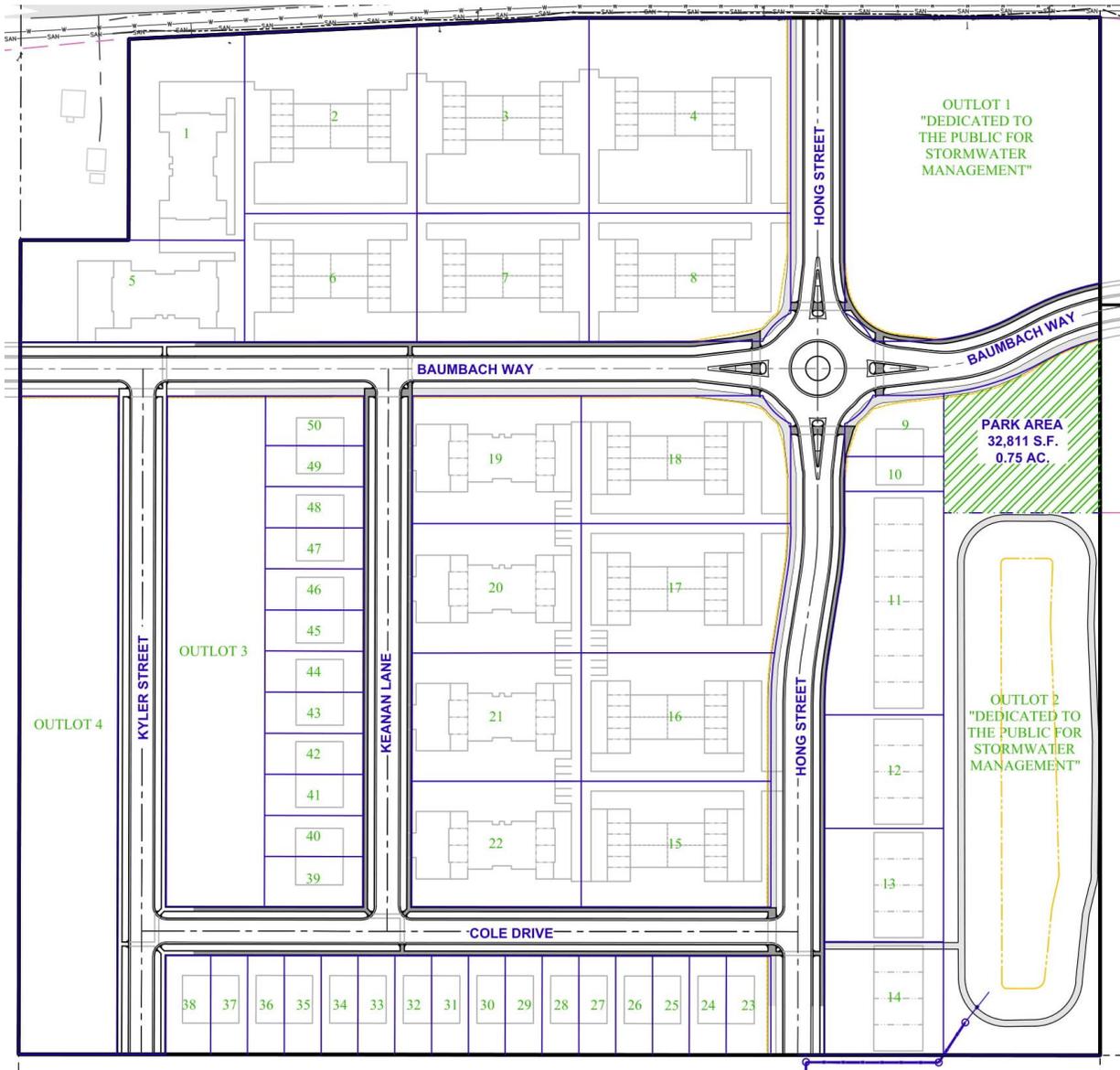
\_\_\_\_\_  
Mayor Brendan Pratt

Attest: \_\_\_\_\_  
Cindy Bauer, City Clerk

Drafted By: Joshua Clements, City Planner

**EXHIBIT A**

Illustration of lands dedicated as Perseverance Park, including the adjacent multi-use path depicted in the image and lands appurtenant to that trail.



The enclosed illustration is for reference purposes only. See the Plat for Prairie View Ridge recorded as Eau Claire County document #1192647 V13 of Plats, Page 93 A, June 12, 2020.