

THE CITY of *Altoona*

AGENDA FOR REGULAR COUNCIL MEETING ON THURSDAY, OCTOBER 14, 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 **OCTOBER 14, 2021** meeting from your computer, tablet or smartphone via
WEBSITE: <https://zoom.us/join>
WEBINAR ID: 881 6887 1246
WEBINAR PASSWORD: 825268

Or you can also dial in using your phone.
CALL IN PHONE NUMBER: 1-312-626-6799
WEBINAR ID: 881 6887 1246
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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 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 User Guide>>](#)
- V. Discuss/consider approval of minutes of the September 23, 2021 Regular Council Meeting. [To Minutes>>](#)
- VI. REPORTS
 - A. City Officers/Department Heads
 - B. City Committees
- VII. CONSENT AGENDA
 1. Discuss/consider approval of Heather Richards as the new Agent for Kwik Trip Inc, DBA Kwik Trip #828, located at 2367 Spooner Ave, Altoona.
 2. Discuss/consider amending the premise description on the "Class B" Combination Liquor and Beer License issued to Rolly's Coach Club, located at 2239 Spooner Ave, to include the parking lot for the following date only: Oct. 16, 2021.
- VIII. UNFINISHED BUSINESS [To Summary and Materials>>](#)

IX. NEW BUSINESS

1. Discuss/consider awarding contract for River Prairie Tree Replacement.
[To Summary >>](#)
2. Public hearing at 6:00 p.m. or as soon thereafter as is possible regarding Ordinance 10A-21, an Ordinance amending Title 18 "Subdivisions" Section 18.11.020(a)(2), and Title 19 "Zoning" Sections 19.12.050(E), 19.59.020(C), and 19.68.030(B) concerning placement of temporary city signs for notifications of public hearings. (Discussed at the Oct 12, 2021 Plan Comm Mtg).
[To Summary and Materials>>](#)
3. Discuss/consider approval of Ordinance 10A-21, an ordinance amending Title 18 "Subdivisions" and Title 19 Zoning, concerning placement of temporary city signs for notification of public hearings.
[To Summary and Materials](#)
4. Discuss/consider approval of a Condominium Plat for Lot 3, Block 4 of the Knollwood Subdivision, parcel 201224003000, 1327 & 1331 Glades Drive (Discussed at the October 12, 2021 Plan Commission)
[To Summary and Materials>>](#)
5. Discuss/consider approval of Ordinance 10B-21, an ordinance to annex approximately 5.27 acres of property to the City of Altoona from the Town of Washington pursuant to Direct Annexation Petition as submitted by Richard H. Golde.
[To Summary and Materials>>](#)
6. Discuss/consider approval of an amendment to the WPPA contract regarding a side letter for the compensation of a police therapy dog program.
[To Summary>>](#)
7. Discuss/consider Ordinance 10C-21, an ordinance amending Chapter 2.12.020 (Wards) and 2.12.030 (Aldermanic Districts) of the Altoona Municipal Code to create Ward 17.

[To Summary and Materials>>](#)

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 BUDGET COMMITTEE AND CITY COUNCIL MEETING VIA THE
APPLICATION, ZOOM UNTIL FURTHER NOTICE.*

ZOOM MEETING INFORMATION:

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

MEETING ID: 881 6887 1246

Webinar Password: 825268

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

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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.



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1. Call phone number: 1-312-626-6799
2. Enter Meeting ID: 881 6887 1246
3. Enter webinar password: 825268# 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)



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Join a meeting from an H.323/SIP room system

Enter Meeting ID: 881 6887 1246

2

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

Launching...

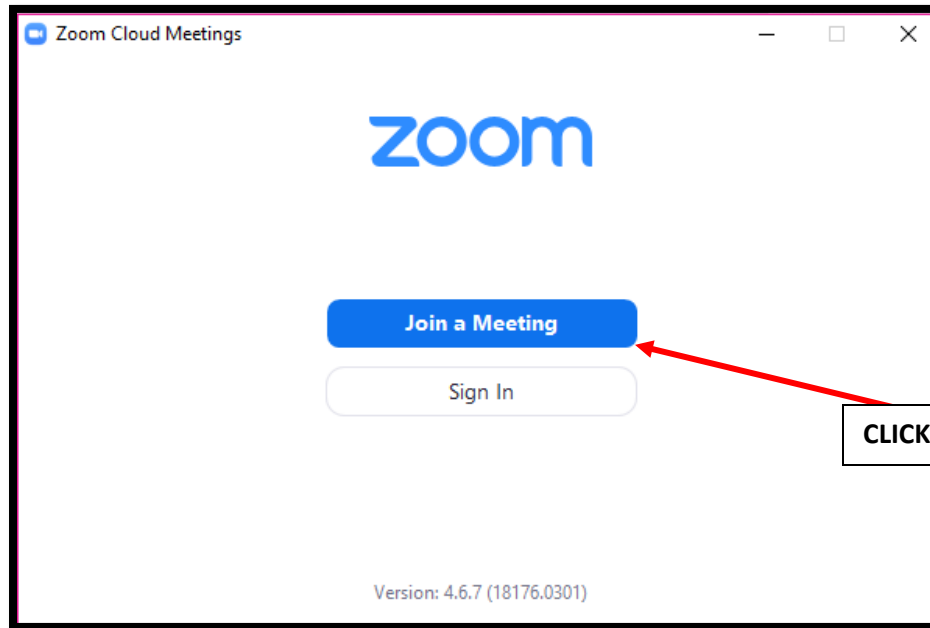
CLICK HERE

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

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3



CLICK HERE

4

The image shows the "Join Meeting" dialog box in the Zoom application. The title bar says "Zoom". The main heading is "Join Meeting". Below this is a text input field containing the meeting ID "881 6887 1246". Below the ID field is a text input field for "Your Name" containing "John Smith". Below the name field are three checkboxes: "Remember my name for future meetings" (checked), "Do not connect to audio" (unchecked), and "Turn off my video" (unchecked). At the bottom are two buttons: a blue "Join" button and a white "Cancel" button with a grey border. A red arrow points from a callout box labeled "Enter meeting ID: 881 6887 1246" to the meeting ID field. Another red arrow points from a callout box labeled "Enter Your Name to be displayed in Zoom meeting for public viewing" to the name field.

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

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5a

Computer Audio

Choose ONE of the audio conference options

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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: 881 6887 1246 ✓

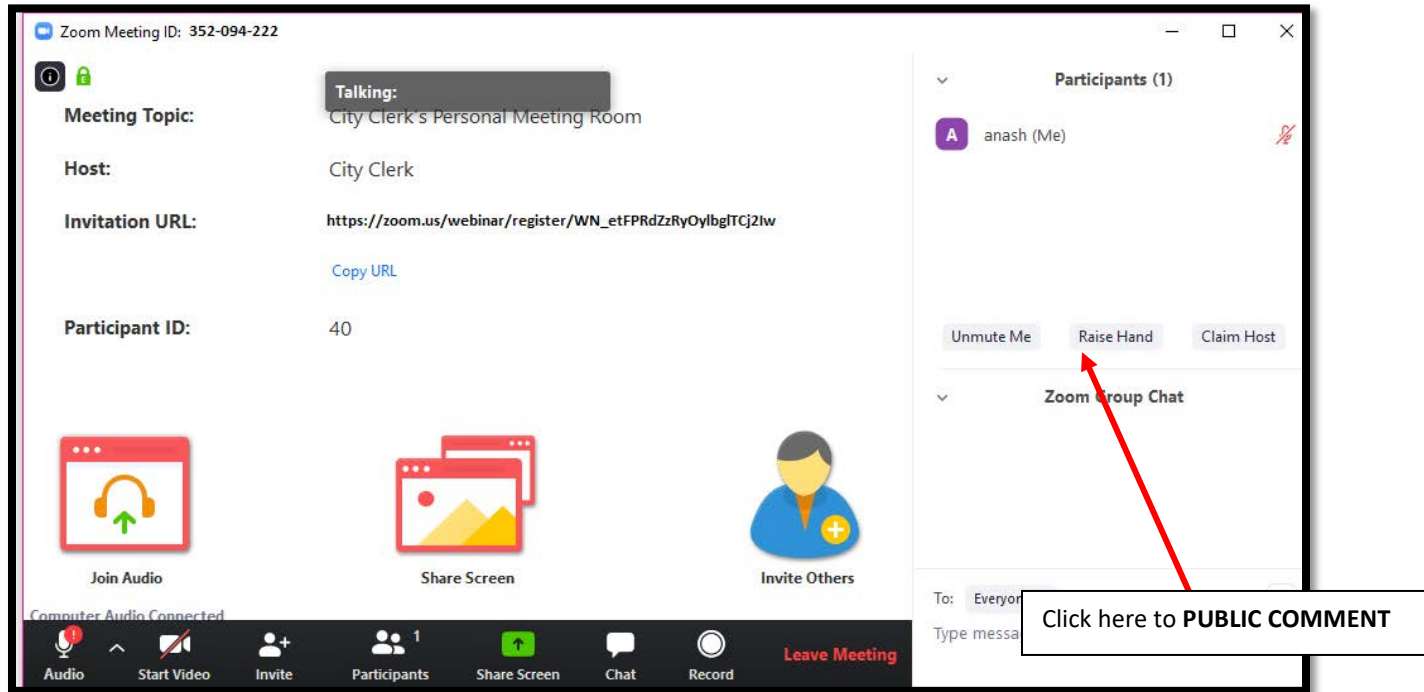
Meeting Password: 825268 ✓

Done ✓

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6



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

SEE WEBSITE LINKS BELOW FOR MORE TUTORIALS

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

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

**CITY OF ALTOONA, WI
REGULAR COUNCIL MEETING MINUTES
September 23, 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, Matthew Biren, Tim Sexton, and Susan Rowe were present.

Also Present: City Attorney John Behling, City Administrator Mike Golat, City Planner Joshua Clements, Public Works Superintendent Scott Kwick, City Engineer/Director of Public Works (CE/DPW) David Walter, Management Analyst Roy Atkinson and City Clerk Cindy Bauer.

(IV) Citizen Participation Period

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

(V) Approval of minutes.

Motion by Rowe/Lima to approve the minutes of the September 9, 2021, Regular Council Meeting. **Motion carried.**

(VI) City Officers/Department Heads Report

Management Analyst Roy Atkinson announced that Saturday, Sept. 25, 2021 will be the Ginormous Pumpkin Festival held in River Prairie Park from 9 a.m. – 2 p.m. City Administrator Golat recognized the many Sponsors at this event and other Altoona Community events.

City Engineer/Director of Public Works (CE/DPW) David Walter commented that Bradwood Avenue Street Reconstruction project is progressing well.

City Planner Josh Clements commented on the informational meeting that occurred last night (Sept 22) regarding the proposed utility extension on Hwy 12.

City Administrator Mike Golat commented on the DNR Grant that the City was awarded to support the Veteran's Trail Project.

City Committee Reports – None.

(VII) Consent Agenda

(1) Proclamation Recognizing October as Community Planning Month.

City Planner Josh Clements explained that October of each year is designated as Community Planning Month. The proclamation highlights the general importance of community planning.

Mayor Brendan Pratt read the Proclamation recognizing October as Community Planning Month.

(VIII) Unfinished Business – None.

(IX) New Business

(1) Public Hearing at 6:00pm or as soon thereafter as is possible regarding a proposed Certified Survey Map to combine parcel 201239907000 with adjoining WI DOT excess right-of-way (discussed at the September 14, 2021 Plan Commission).

Mayor Pratt opened the public hearing at 6:14 p.m.

City Planner Clements explained that the proposed CSM combines Lot 143 of the Plat for Hillcrest Greens II, 189,567 square feet (4.352 acres) with excess WI DOT right-of-way, approximately 11,558 square feet. The Plan Commission recommended approval at its September 14, 2021 Plan Commission Meeting.

Motion by Lima/Biren to close the public hearing at 6:18 p.m. **Motion carried.**

(IX)(2) Discuss/consider approval of a Certified Survey Map to combine parcel 201239907000 with adjoining WI DOT excess right-of-way.

Motion by Biren/Lima to approve the proposed Certified Survey Map. **Motion carried.**

(IX)(3) Discuss/consider Resolution 9A-21, a Resolution redistricting the boundaries of the aldermanic wards of the City of Altoona.

City Clerk Cindy Bauer explained that the federal census was completed in 2020. Pursuant to Wis. Stats. 5.15, every city, village and town in Wisconsin shall, following a federal census, review their ward boundaries to assure compliance with statutory limits regarding number of constituents allowed per ward and also to adjust ward boundaries if County Supervisory District boundaries have been amended. The City is further obligated to then establish aldermanic districts (which include one or more wards) based on the amended ward boundaries and anticipated population trends.

City Clerk Bauer indicated that this resolution adopts a new aldermanic ward plan for the City of Altoona. The ward boundaries needed to be amended in consideration of changes in Eau Claire County Supervisory Districts and also the new census numbers. Further, the ward boundaries could not split census blocks. Due to the increase in population for the City of Altoona, Eau Claire County added County Supervisory District 29 to include a portion of the City of Altoona. County Supervisory District 29 covers the proposed new wards 9 and 10 (Which lies west of the Hwy 53 Bypass). The population figure from the 2010 Census was 6,706 compared to the 2020 Census figures of 8,293.

The following timetable sets the requirement of redistricting:

- Counties adopt tentative Supervisory District Plans (Eau Claire County adopted its Plan on Sept. 21, 2021).
- Once the tentative Supervisory District Plan is completed by the County, then the city typically has 60 days to adopt their ward plan by resolution and submit the plan to the County and Legislative Reference Bureau. Due to the fact that the 2020 census data delivery the County bases their supervisory districts on is about 5 months behind schedule, the County is looking at a very tight timeline to get the County Supervisory and Municipal ward districts in place in time for candidates to take out paperwork for the spring election (Dec. 1st is when they can begin).
- Once the ward plan is adopted, the city then needs to adopt by Ordinance the Aldermanic District Plan. A public hearing is scheduled for October 28, 2021 for public input regarding the District Plan. After the public hearing and all testimony is heard, the Council may then choose to adopt the Ordinance to redistrict the boundaries of its aldermanic districts.
- Once the Council adopts the Ordinance to redistrict the boundaries of its aldermanic districts, the Municipality then transmits the ward plan back to the County and the County adopts a final Supervisory District Plan.

Motion by Stuber/Biren to approve Resolution 9A-21, a resolution to redistrict the boundaries of the aldermanic wards of the City of Altoona. **Motion carried.**

(IX)(4) Discuss/consider Amendment # 12 to Chippewa Valley Off-Road Bike Association (CORBA) Contract.

City Administrator Golat explained that in March of 2009 the City signed an agreement with the Chippewa Off-Road Bike Association (CORBA) that outlined the terms and conditions of CORBA building and maintaining single track trails within Centennial Park (the Agreement). The Agreement has been extended annually by mutual

agreement. The City now has the opportunity to extend the trail system within Centennial Park southward within the Wisconsin Department of Transportation right-of-way south and west of Centennial Park. The attached Addendum #12 to the original agreement recognizes this opportunity and provides permission for CORBA to work in that area consistent with the terms and conditions of the original agreement.

Dean Roth, CORBA Representative was present to answer questions Council Members had regarding this agreement.

Motion by Lima/Rowe to approve Amendment # 12 to Chippewa Valley Off-Road Bike Association (CORBA) Contract. **Motion carried.**

(IX)(5) Discuss/consider monetary contribution to installation of electric service for Larson Orthodontics.

City Administrator Golat explained that when the property was sold to Larson Orthodontics the City represented that electric service was available to the lot. This was based on the as-built plans provided by Xcel. However, we learned that the electric backbone was not constructed as represented by Xcel. The original estimate from Xcel to complete the extension and service was over \$20,000, which was a surprise to Larson and City staff. When Xcel staff reviewed what was built compared to what should have been built, they revised their estimate for the service to \$10,655.58. This is more than the customary service connection charge of \$2,000 to \$4,000. Therefore, Larson is asking that the City split the cost of providing the service to the lot (\$5,327.79). This money would be budgeted from TID #3.

Motion by Rowe/Lima to approve a contribution of \$5,327.79 from TID #3 by the City for extension of electric service to the Larson Orthodontics lot in consideration of representing that electric service was available to the lot upon sale. **Motion carried.**

(IX)(6) Discuss/consider amending the City Personnel Manual Section - Chapter 14.7 “Social Media Policy”. (Discussed at the September 23, 2021 Personnel Committee Meeting.)

Management Analyst Roy Atkinson explained that social media tools are meant to increase communication and collaboration between the city staff, citizens, and the general public which enhances the city’s ability to share information and awareness within the community in an interactive, cost-effective way. Social media tools include, but are not limited to, Facebook, LinkedIn, Twitter, Instagram, Nextdoor, Tumblr, Flickr, and YouTube in addition to other blogs and wikis. While social media can be an opportunity to increase the city’s publicity and brand, it can also be a risk if staff are not aware of at least some general guidelines.

Atkinson said this policy update establishes a requirement that staff administering assigned city social media pages sign an authorized user agreement form which provides guidelines for the operation of designated city social media pages. This policy update also includes language relating to off-duty, personal use of social media. Off-duty, personal use of social media by employees is not prohibited. However, employees are reminded that City rules and policies apply to social media conduct to the same extent as other off-duty conduct, including the terms of this policy. Finally, the updated policy includes the public terms of use policy which we try to post publicly on all social media pages (when possible due to text limits on pages).

These updates were presented to the Personnel Committee at the September 23, 2021 meeting. The Personnel Committee recommended approval.

Motion by Lima/Guzman to approve amending the City Personnel Manual Section - Chapter 14.7 “Social Media Policy”. **Motion carried.**

(IX)(7) Discuss/consider authority of the City Administrator to adjust pay scale and vacation time for employees as necessary, and if approved, to amend the Personnel Manual to reflect the changes. (Discussed at the September 23, 2021 Personnel Committee Meeting.)

City Engineer/Director of Public Works David Walter explained that due to the current labor market, there have been instances where staff are being recruited by other communities and organizations. In order to retain employees, staff is seeking guidance on how to best address this issue. Per the Personnel Manual the City Administrator has the authority to establish starting wages and vacation leave consistent with Section 19. Vacation Leave.

CE/DPW Walter noted that the manual, however, is silent on the authority of the City Administrator to offer a step increase and/or additional vacation to potentially retain a current employee. Staff is seeking

guidance in the interest of the Personnel Committee to revise the manual to allow the City Administrator to adjust an employee's place on the wage scale, as well as vacation leave. The Personnel Committee met earlier today at 2:30 p.m. and recommended approval.

Motion by Biren/Lima to approve giving authority of the City Administrator to adjust pay scale and vacation time for employees as necessary and amend the City Personnel Manual Section 19 - Vacation Leave to reflect the changes. **Motion carried.**

(X) Miscellaneous Business and Communication.

(XI) Adjournment.

Motion by Lima/Rowe to adjourn at 6:47 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, OCTOBER 14, 2021** Council Meeting Items

Provided below for your consideration is a summary of the **THURSDAY, OCTOBER 14** Council Meeting agenda items.

(VII) CONSENT AGENDA

ITEM 1 - Discuss/consider approval of Heather Richards as the new Agent for Kwik Trip Inc, DBA Kwik Trip #828, located at 2367 Spooner Ave, Altoona.

The City was notified in writing by Kwik Trip Inc. that Heather Richards has been appointed to take over leadership responsibilities of the Kwik Trip #828 store located at 2367 Spooner Avenue, replacing Eric Carlson.

According to Wis. Stats 125.04(6)(b) the following steps are to be taken in the appointment of a successor agent:

- The newly appointed agent may act in that capacity until approved or disapproved.
- The new agent must complete Forms AT-104 (Schedule for Successor of Agent) and AT-103 (Auxiliary Questionnaire) and file them with the municipal clerk.
- If the change is approved by the governing body, the municipal clerk must amend the license to reflect the change of agent.

Kwik Trip Inc. submitted the necessary forms for appointing a new agent and has been approved by the Altoona Police Department.

ITEM 2 - Discuss/consider amending the premise description on the “Class B” Combination Liquor and Beer License issued to Rolly’s Coach Club, located at 2239 Spooner Ave, to include the parking lot for the following date only: Oct. 16, 2021.

Rolly Knusalla, owner of Rolly’s Coach Club, 2239 Spooner Avenue, is asking for an amendment to his current “Class B” Liquor and Beer license premise description to include his parking lot for the following date only: October 16, 2021 for the annual fundraiser for the Center Ice Club. There will be a tent set up in the parking lot where alcohol will be served. Rolly Knusalla (Rolly’s) is aware that alcohol may not leave the premises. It will be noted on the license that open containers may not be carried off the premises.

Mr. Knusalla has asked for similar amendments in the past to host other events, and the events have not resulted in any problems. The Altoona Police Department does not have any concerns with this request.

Suggested motion: I move to approve/not approve Consent Agenda Items 1 and 2.

(VIII) UNFINISHED BUSINESS

(IX) NEW BUSINESS

ITEM 1 - Discuss/consider awarding contract for River Prairie Tree Replacement

As you may be aware, many of the trees in the northwest quadrant of River Prairie that have been planted over the past several years are dead. Of particular note are the trees in the plaza areas--there are a total of twenty-two of those trees that require replacement. An additional approximately thirteen trees outside of the plaza area have also been identified for replacement.

Staff issued a request for proposals to replace the trees. The selection will be qualifications-based, meaning the contractor will be selected based on their experience and plan. Staff will recommend the contractor that demonstrates best that they will be able to keep the trees healthy and thriving. The contractors' proposal will also include a five-year warranty along with a cost for annual maintenance of the trees.

The proposals are due October 12 after which time they will be reviewed. Staff will have a recommendation for awarding a contract at the Council meeting.

Suggested motion: I move to approve/not approve awarding the River Prairie Tree Replacement contract to <CONTRACTOR> at the submitted price of <\$XX,XXX>.

ITEM 2 - Public hearing at 6:00 p.m. or as soon thereafter as is possible regarding Ordinance 10A-21, an Ordinance amending Title 18 "Subdivisions" Section 18.11.020(a)(2) and Title 19 "Zoning" Sections 19.12.050(E), 19.59.020(C), and 19.68.030(B) concerning placement of temporary city signs for notifications of public hearings. (Discussed at the Oct 12, 2021 Plan Comm Mtg).

See Enclosed:

- Proposed Ordinance 10A-21

The proposed Ordinance adds language to procedural elements of the subdivision and zoning titles where a public hearing is otherwise required that a temporary sign may be placed at the subject property providing notice of the hearing.

As you may recall, there was discussion and comment during consideration of proposed projects in 2020 and early 2021 where members of the public expressed interest in more and different forms of notice when a matter subject to a hearing is scheduled. This proposal adds a new notification technique used in some other jurisdictions to physically place a sign at the subject property.

Ideally, this language would be added as a single entry describing general procedures for public hearings. However, without a common reference, the modification adds the sign language in multiple places.

There are other procedural considerations regarding what matters are public hearings required, the scope of public notifications, and other public information and engagement options. These will be discussed at a

later date. This proposed ordinance is a narrow purpose regarding signs as it is a relatively straightforward modification. The Plan Commission will be making a recommendation at its Oct. 12, 2021 Meeting.

Suggested Motion: I move to close the public hearing.

ITEM 3 - Discuss/consider approval of Ordinance 10A-21, an ordinance amending Title 18 “Subdivisions” and Title 19 “Zoning”, concerning placement of temporary city signs for notification of public hearings.

See ITEM 2 for materials and summary.

Suggested Motion: I move to approve / not approve Ordinance 10A-21.

ITEM 4 - Discuss/consider approval of a Condominium Plat for Lot 3, Block 4 of the Knollwood Subdivision, parcel 201224003000, 1327 & 1331 Glades Drive (Public Hearing at the October 12 Plan Commission meeting).

See Enclosed:

- Proposed Condominium Plat, 1327 & 1331 Glades Drive
- Declaration of Covenants, Conditions, Easements and Restrictions for Glades Drive Condominium

The proposed Condominium Plat for Lot 3, Block 4 of the Knollwood Subdivision splits the 132’ x 88’ lot (11,616 SF) into two lots along the existing shared wall between the existing dwellings. The lots created meet the minimum lot area and frontage requirements per R2 One- and Two- Family Dwelling District standards.

The Plan Commission granted a Conditional Use for this property on May 11, 2021 to allow a Twin Home use in the R2 District. The Plan Commission will be making a recommendation at its Oct. 12, 2021 Meeting.

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

ITEM 5 - Discuss/consider approval of Ordinance 10B-21, an ordinance to annex approximately 5.27 acres of property to the City of Altoona from the Town of Washington pursuant to Direct Annexation Petition as submitted by Richard H. Golde.

See Enclosed:

- Planning Department Staff Report 2021-10A
- Ordinance 10B-21 (proposed)
- WI Department of Administration Review Letter (2021-0921)
- Petition for Direct Annexation (MBR #14437)

The ordinance before you for consideration represents the final step to annexing approximately 5.27 acres of property to the City of Altoona from the Town of Washington. The property is currently owned by Richard Golde, and located at 491 Bartlett Avenue. As noted in the attached materials, the annexation has been reviewed by the State of Wisconsin, Department of Administration.

The property will be temporarily assigned R-1 zoning consistent with Altoona Municipal Code. The matter will be referred to the Plan Commission for zoning assignment.

Suggested motion: I move to approve/not approve Ordinance 10B-21, an ordinance to annex approximately 5.27 acres of property to the City of Altoona from the Town of Washington pursuant to a direct annexation petition as submitted by Richard Golde.

ITEM 6 - Discuss/consider approval of an amendment to the WPPA contract regarding a side letter for the compensation of a police therapy dog program.

As you are aware, the police department added a therapy dog to the agency in 2020. When we added the therapy dog, there was no industry standard regarding compensation for police department therapy dogs, and currently, there still is not an industry standard. We have discussed this topic with Attorney Weld, and his recommendation is to compensate the therapy dog handler similar to a patrol canine handler.

The National average for a patrol canine is ½ hour per day, 365 days per year. This has to be paid at an overtime rate because the therapy dog handler is a 40 hour a week employee. The rate does not have to be at the current patrol rate but can be at a dog caretaker pay rate.

Per an internet search - As of Jun 15, 2021, the **average** annual **pay** for the **Dog Kennel** jobs category in the United States is approximately \$11.83 an hour.

\$11.83 per hour at overtime = \$17.75

\$17.75 / 2 = \$8.88 per half hour

\$8.88 x 365 = \$3,241.20

We are proposing to compensate the therapy dog handler from January 1, 2021, and continue through the life of the therapy dog program. The union has voted in agreement of the proposed amount of compensation for the care time of the therapy.

Suggested motion: I move to approve/not approve an amendment to the WPPA contract regarding a side letter for the compensation of a police therapy dog program.

ITEM 7 - Discuss/consider Ordinance 10C-21, an ordinance amending Chapter 2.12.020 (Wards) and 2.12.030 (Aldermanic Districts) of the Altoona Municipal Code to create Ward 17.

As you may recall, Ordinance 10B-21 was just passed earlier at this meeting to attach property to the City of Altoona from the Town of Washington pursuant to a direct annexation petition as submitted by Richard Golde. The property attachment resulted in a new voting ward to be formed since the subject property lies in a different state senate, state assembly, and county supervisory district than the parcel of City of Altoona to which it is directly contiguous. This ordinance creates and describes a new Ward 17 and places it into Aldermanic District 2.

Suggested motion: I move to approve/not approve Ordinance 10C-21, an ordinance amending Chapter 2.12.020 (Wards) and 2.12.030 (Aldermanic Districts) of the Altoona Municipal Code to create Ward 17.

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of **THURSDAY, OCTOBER 14, 2021** Council Meeting Items

Provided below for your consideration is a summary of the **THURSDAY, OCTOBER 14** Council Meeting agenda items.

(VII) CONSENT AGENDA

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The City was notified in writing by Kwik Trip Inc. that Heather Richards has been appointed to take over leadership responsibilities of the Kwik Trip #828 store located at 2367 Spooner Avenue, replacing Eric Carlson.

According to Wis. Stats 125.04(6)(b) the following steps are to be taken in the appointment of a successor agent:

- The newly appointed agent may act in that capacity until approved or disapproved.
- The new agent must complete Forms AT-104 (Schedule for Successor of Agent) and AT-103 (Auxiliary Questionnaire) and file them with the municipal clerk.
- If the change is approved by the governing body, the municipal clerk must amend the license to reflect the change of agent.

Kwik Trip Inc. submitted the necessary forms for appointing a new agent and has been approved by the Altoona Police Department.

ITEM 2 - Discuss/consider amending the premise description on the “Class B” Combination Liquor and Beer License issued to Rolly’s Coach Club, located at 2239 Spooner Ave, to include the parking lot for the following date only: Oct. 16, 2021.

Rolly Knusalla, owner of Rolly’s Coach Club, 2239 Spooner Avenue, is asking for an amendment to his current “Class B” Liquor and Beer license premise description to include his parking lot for the following date only: October 16, 2021 for the annual fundraiser for the Center Ice Club. There will be a tent set up in the parking lot where alcohol will be served. Rolly Knusalla (Rolly’s) is aware that alcohol may not leave the premises. It will be noted on the license that open containers may not be carried off the premises.

Mr. Knusalla has asked for similar amendments in the past to host other events, and the events have not resulted in any problems. The Altoona Police Department does not have any concerns with this request.

Suggested motion: I move to approve/not approve Consent Agenda Items 1 and 2.

October 5, 2021

Cindy Bauer, City Clerk
Altoona City Hall
1303 Lynn Avenue
Altoona, WI 54720


Dear Cindy:

I am requesting that the premise description on my "Class B" Liquor and Beer License issued to Rolly's Coach Club, located at 2239 Spooner Avenue, be amended to include the parking lot for the following date only:

- October 16, 2021 Fund Raiser for the Center Ice Club.

Thank you for your consideration on this matter.

Sincerely,


Rolly Khusalla
Rolly's Coach Club
2239 Spooner Avenue
Altoona, WI 54720

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of **THURSDAY, OCTOBER 14, 2021** Council Meeting Items

Provided below for your consideration is a summary of the **THURSDAY, OCTOBER 14** Council Meeting agenda items.

(IX) NEW BUSINESS

ITEM 1 - Discuss/consider awarding contract for River Prairie Tree Replacement

As you may be aware, many of the trees in the northwest quadrant of River Prairie that have been planted over the past several years are dead. Of particular note are the trees in the plaza areas--there are a total of twenty-two of those trees that require replacement. An additional approximately thirteen trees outside of the plaza area have also been identified for replacement.

Staff issued a request for proposals to replace the trees. The selection will be qualifications-based, meaning the contractor will be selected based on their experience and plan. Staff will recommend the contractor that demonstrates best that they will be able to keep the trees healthy and thriving. The contractors' proposal will also include a five-year warranty along with a cost for annual maintenance of the trees.

The proposals are due October 12 after which time they will be reviewed. Staff will have a recommendation for awarding a contract at the Council meeting.

Suggested motion: I move to approve/not approve awarding the River Prairie Tree Replacement contract to <CONTRACTOR> at the submitted price of <\$XX,XXX>.

MEMORANDUM

TO: Mayor Pratt and Council Members

FROM: Mike Golat, City Administrator

DATE: October 14, 2020

SUBJECT: River Prairie Tree Planting Contract

Please refer to your Council packet for background information on this item. In the briefing staff noted that proposals for tree planting in River Prairie were due 10/12/21 and that we would bring a recommendation forward for contract award at the Council meeting. This memorandum provides that recommendation.

The City received to proposals for the River Prairie Tree Replacement project, one from Green Oasis and one from Tree Savvy. The recommendation is based on price, qualifications and approach to the project. Based on those factors, staff is recommending the contract be awarded to Tree Savvy.

The cost proposals for Tree Savvy and Green Oasis are summarized below:

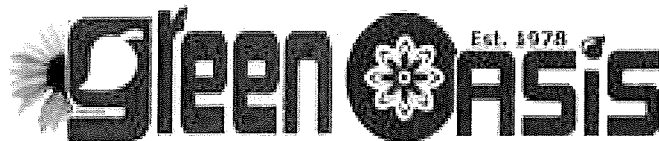
	Tree rem/rep/sprinklers	Pruning	Other Work
Tree Savvy:	\$500/tree	\$15/tree/year*	T and M
Green Oasis	\$615.09/tree**	\$75/hr as needed	\$1,385/yr

*years 1,3, and 5

**includes to sprinkler heads for all trees

While there are differences in approach proposed by each contractor, each with merit, staff is recommending Tree Savvy based on their proposal and demonstrated expertise and cost proposal. Tree Savvy is partnering with Legacy Trees who has vast experience planting and caring for trees in hardscape settings. The owner has worked extensively in Milwaukee and overseas on nurturing trees planted in hardscapes and has come up with a system for planting and growing the trees in difficult environments. They have committed to a five-year replacement warranty on the trees.

Proposal 1



Proposal

Green Oasis by Greener Grass Systems

Client Name: City of Altoona
Project Name: City of Altoona Tree RFP
Jobsite Address: WI
Estimate ID: EST2822547
Date: Oct 08, 2021

Billing Address: 1303 Lynn Avenue Altoona, Wisconsin
54720

Selected trees in this estimate are common trees for an urban hardscape setting . These trees thrive in hard compacted soils. By following this planting methodology of planting along with, proposed maintenance plan, and proper irrigation, this will give the trees the best opportunity to succeed.

Tree Planting \$14,295.61

Estimate is to remove and replace 35 trees in the River Prairie Development.

- Remove old tree
- Excavate soil and add/ mix peat moss and compost into hole for a native soil mix
- Break up root ball to prevent root bound and install new tree
- Add root stimulator to each tree
- Add plastic guard around base of each tree

7 Each	Rejoice™ Flowering Crabapple - #10
5 Each	Sunburst® Honeylocust - #10
5 Each	Little Leaf™ Linden - #10
5 Each	Sienna Glen® Maple - #10
7 Each	Autumn Blaze Pair - #10
5 Each	Princeton Gold Maple - #10
4 Each	Peat Moss 3.8 cu ft Bag
1 Each	Root Stimulator

Irrigation \$7,232.58

- Remove old drip netafim around trees
- Add 2 RWS heads around each tree
- RWS heads to have sand sock sleeve to prevent clogs

<https://www.youtube.com/watch?v=zyMAfixP7k8> (video link on RWS heads)

Irrigation bid based on adding heads to existing working zones with no additional maintenance needed for zone to run properly

Warranty voided on individual trees that have no irrigation lines in area to hook up new heads

70 Each	Rain Bird - RWS Mini Root Watering System
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70 Each	Rain Bird - Root Watering Sand Sock	
300 Lin Ft	Pipe- Funny Pipe	100' Roll

Tree Maintenance

- Deep Root Fertilizer Injection- 2x a year 35 Trees: \$365 (per application)
- Foliar Fungicide Application- 2x a year 7 Trees: \$145 (per application)
- Foliar insecticide application- 1x a year 35 Trees: \$365 (per application)
- Tree Pruning (As Needed)- Billed out at \$75 per man hour

References

Brandon Riechers- CEO of Royal Credit Union.

Contact: 715-579-2143 -brandonr@rcu.org

Have done multiple landscape jobs that have included tree planting and maintenance on trees afterwards.

Dustin Peterson- Heads Grounds keeper CVTC.

Contact: 715-271-3185- dpeterson6@cvtc.edu

Have done landscape jobs for CVTC that has included tree plantings with native soil and irrigation work

Dick Hebert- Head of maintenance City of Chippewa Falls park

Contact: 715-215-0511- dkhebert@charter.net

Did complete landscape job for down town park in city of Chippewa falls that included tree plantings in an urban hardscape setting

	Subtotal	\$21,528.19
	Taxes	\$0.00
	Estimate Total	\$21,528.19

Definitions: Green Oasis is a division of Greener Grass Systems Inc. "Contractor" as listed in this agreement implies Green Oasis by Greener Grass Systems Inc. "Owner" as listed in this agreement implies the client name(s) as listed in the first page of the agreement. "Premises" as listed in this agreement implies the Job Site Address as listed in the first page of the agreement.

Owners: Owner is solely responsible for obtaining written approval from any applicable Homeowners Association or similar, at least 5 days prior to the start of the contracted work. Any and all additional fees relating to Homeowners Association submissions are the responsibility of the owner. If the contracted work is halted and/or delayed by failure to obtain prior approval from a Homeowners Association or similar will result in additional charges to the contract.

Property Lines/Locates/Underground Items: Prior to the commencement of the work, the Owner will provide the Contractor with the location of property lines and all private subsurface utility and service lines, including but not limited to underground pet fence, electrical, telephone and gas lines, water and irrigation pipe-lines and conduits. The Contractor may rely on the accuracy and completeness of all such information and shall not be liable for damages or costs resulting from any errors or omissions in that regard. Prior to the work commencement, the Contractor will be responsible for coordinating the marking of all public utility lines.

Soil Conditions/Underground Boring: If subsurface or otherwise concealed physical conditions at the Premises differ materially from those indicated in this Agreement or from those ordinarily found to exist in the vicinity of the Premises, including subsurface utilities, boulders, tree stumps, large tree roots, compacted soils, or construction debris, the the Contract Price will be adjusted to account for any changes required to this Agreement or in the materials or method of work required to carry out the Work. Any increase or decrease in costs to the Contractor due to changes in taxes after the date of this Agreement shall also increase or decrease the Contract Price accordingly.

Contractor and/or its subcontractors may use mole or boring techniques and devices that go under driveways and sidewalks. Even though extreme care will be taken and all possible underground items will be located, it is possible that the boring equipment can deflect and follow a path that was not intended. Therefore, any additional repairs required because of the above circumstances shall be considered additional over and above the contract price and billed to Owner.

Copyright: Copyright for any Drawings and Specifications belong to the Contractor and shall not be used on any other project. The Owner may retain copies of the Drawings and Specifications for information and reference provided the Contractor has been paid in full for services rendered under this Agreement. The order of priority of documents, from highest to lowest, shall be this Agreement, followed by the Drawings, followed by the Specifications.

Signage/Photographs: The Contractor may erect a sign at the Premises identifying the Contractor during the construction and for a period of 6 weeks following completion of the Work. The Contractor shall also have the right to access the site for the purposes of taking photographs in relation to the Work both prior to and after completion of the Work and shall have and retain all copyright in said photographs which may be used by the Contractor at its sole discretion in reference and promotional materials, portfolios, websites, and/or publications.

Design: Owner understands that all 3D design screenshots, photographs and renderings are intended to provide a general understanding of the project scope and details. These documents are not guarantees of the finished project appearance. All provided 3D materials are not intended to be engineering drawings or blueprints and should not be treated as such. The actual finished appearance of the project may vary from the 3D documents provided.

Material Selections: Owner acknowledges and accepts the material colors as listed in the proposal. Owner accepts that Green Oasis will choose all installation patterns/layouts unless specifically listed in the proposal.

Material Quantities: Owner acknowledges that listed material quantities are an estimation and that final quantities used to complete the proposed project may be less than what is estimated. Owner also acknowledges that materials initially delivered to site may be a higher quantity than the estimated amount listed in the proposal. Green Oasis will not issue a credit for the difference between materials actually used and the quantity listed in the proposal. Owner acknowledges that materials delivered to site and not used are owned by Green Oasis.

Lien Notice: As required by Wisconsin & Minnesota Construction Lien Law, the Contractor hereby Notifies the Owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on owner's land and building if not paid. Those entitled to lien rights, in addition to the Undersigned Contractor, are those who contract directly with the Owner or those who give the owner notice within 60 days after they first furnished labor or materials for construction. Accordingly, Owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Contractor agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

Construction Partnership Warranty Terms and Conditions: The Contractor warrants the Work against defects in workmanship for a period of five years from final payment invoice, provided the Owner has paid the Contractor in full for all Work performed by the terms of this Agreement, subject, but not limited to the following. The warranty does not apply if the Owner is in default of this Agreement or to the effects of normal corrosion, erosion, heaving/settling, wear and tear, damage or deficiencies caused by faulty operations including the failure to properly maintain, water, protect any and all material or acts of God (rains, floods, washouts, hail, lightning, drought, etc.). Warranty voided if irrigation supply is not working properly due to not being under maintenance by green oasis. Products and/or materials installed by The Contractor will be subject to the terms and conditions of the manufacturer's warranty and industry standards. Appropriate, as specified and available, quality living plant material will be selected and installed to industry standards. Plant material limited warranty includes a one-time replacement per item within 5 year based upon above terms, inspection, and determination of cause resulted from workmanship or product deficiencies. Plant material warranty will be void in the event of, but not limited to the following: salt or calcium chloride use, damage by animals, rodents, mechanical damage, neglect, poor maintenance practices, or other reasons which the contractor has no control. The plant material warranty does not apply to roses, annuals, bulbs, small perennials, ground covers, wildflowers, and other small maintenance-required plants. The Contractor will install lawns according to common industry practices, using quality grass seed, applied at a rate of at least that of the manufacturer's recommendation. Once seeded, the Contractor has no control over weather, watering or other cultural practices of the Owner. Therefore, the Contractor cannot guarantee the germination rate of seed or general success of the seeding. Repairs done on a seeding project are done at the expense of the Owner. The Contractor will not be responsible for damage or scuff marks on driveways or sidewalks, unless the damage results from negligent operation of equipment.

Notice: Certain products/materials may develop a hue or look not consistent with photo depictions or samples shown. Products may need additional time to cure and/or adjust to the specific installation conditions. This is normal and beyond the control of installer, any additional work requested to remediate color/hue/efflorescence shall be billed at time + materials + expenses.

Terms: Owner will pay the Contractor 20% of the Contract Price upon signing of this agreement to hold a place on Contractor's schedule, 40% of the Contract Price prior to the first working day of the project, and the final 40% of the Contract Price when work is substantially complete, as determined by the Contractor. 10% of the total Contract Price is non-refundable and secures a place on the schedule. All invoices are due when rendered and will incur interest at a rate of 1.5% per month or 18% APR. If because of climatic or other conditions reasonably beyond the control of the Contractor the Work cannot be completed, payment in full for that portion of the

Work which has been performed shall be made by the Owner and the Owner may withhold, until the remaining portion of the Work is completed such an amount sufficient and reasonable to cover the cost of performing such remaining work. In the event that the owner fails to pay any part of the Contract price and the Contractor hires counsel to collect the same, the Owner agrees to be responsible and liable for all reasonable attorney fees and costs which the Contractor incurs in the collection of the Contract Price.

Force Majeure: The Contractor shall be excused from its obligations hereunder in the event and to the extent that its performance is delayed or prevented by fire, explosion, breakdown of machinery or equipment, strikes, or other labor disputes, riots or other civil disturbances, compliance with any law, order, regulation, or any applicable federal, state or municipal governmental authority or person purporting to act thereunder, acts of God, epidemics, pandemics or by any other circumstances reasonably beyond its control.

Payment Methods: Credit card payments will be assessed a 3% convenience fee, with the exception of the initial 20% deposit. Cash, check and/or money orders are accepted and exempt from the convenience fee.

Authorization: By authorizing below, the Owner agrees to pay the amounts indicated in this agreement for the installation of the Work as described.. The Owner gives the Contractor permission to perform the Work on the Premises. Changes in this Agreement can be made only with the consent of both parties in writing. Contractor carries Public Liability Insurance and Workman's Compensation coverage and will follow the guidelines outlined in this Agreement.

Estimate authorized by: Mitch Kitzrow
Company Representative

Estimate approved by: _____
Customer Representative

Signature Date: 10/12/21

Signature Date: _____

River Prairie Tree Replacement

Procurement No. ADM2021-1

Tree Savvy llc proposes to remove and replace the 35 marked trees replacing the drip irrigation on the trees in the North and South Plaza's with a pop-up irrigation heads (see attached). Trees not in the Plaza's will reuse the same irrigation that is currently present. Any damage to irrigation in the replanting process will be fixed by Tree Savvy. Here at Tree Savvy, we plant trees grown by Legacy-Tree's. Legacy-Tree's has a very unique and successful planting system that provides a root system that most closely resembles what you would find in nature, and that is a wide, shallow root system. This will be incredibly important in the plaza area's which are typically a wet, low oxygen environment. Other planting systems often put all or part of the root system to deep in the ground where oxygen content is too low therefore limiting their ability to function appropriately. Suggested trees for this project are on attached sheet. Legacy-Trees are all the same age when planted but growth rates vary by species which puts trunk caliper ranges at 1.5-2" in diameter. The trees come with a trunk protector on them and it is recommended to leave on till the tree out grows it and pushes it off. This helps reduce animal and mechanical damage. Trees in the plaza areas will have the crushed rock put back around them, the rest will have mulch spread around them. Mulch has many benefits including increased root development and water retention. Legacy-Tree's and Tree Savvy are so confident in this system that we offer a 5-year warranty from date of planting. Issues such as mechanical (lawn mower/string trimmer), animal (deer, rabbit, vole) or chemical damage are not covered. Otherwise, if the tree fails, we will replace and a new 5-year warranty time frame starts. If you would like to check our success with this system, please feel free to contact the listed references. If awarded the contract, Tree Savvy would get the site located for underground conflicts the week of October 18th with planting possibly starting the week of October 25th. Project completion would be no later than November 15th. Tree Savvy proposes the above at a cost of \$500.00 per unit. That is a total of \$17,500.00 for the 35 marked trees.

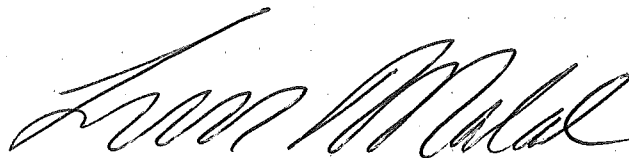
It is recommended that the trees be put on our stewardship trimming program. This is the very important, strategic removal of the juvenile branches that in a forest setting would be eliminated by the tree. Unfortunately, when grown in the urban environment, these branches continue to grow and can result in unfortunate and preventable storm damage. We suggest a minimum trimming at years 1, 3, and 5. Some species and site conditions could require trimming on an annual basis. Cost per tree is \$15 per year. Total for 35 trees per year is \$525. Any insect, disease, or fertilizing should be evaluated on a per tree basis. Every year can present different issues so putting a set number on any plant health care would be a pure guess at this point. The trees are healthy when they are planted and the root system and crown are in balance.

Lucas Mahal – Owner

S11265 Cty Rd F

Eleva, WI 54738

715-797-1514



Email: treesavvyllc@gmail.com

Website: treesavvyllc.com

10-12-21

River Prairie Planting List

Acer platanoides - Royal Red Norway Maple

Acer rubrum - Brandywine Red Maple

Acer saccharum - Fall Fiesta Sugar Maple

Acer x freemanii – Autumn Blaze Maple

Acer x freemanii – Sienna Glenn Maple

Gleditsia triacanthos – Skyline Honeylocust

Malus speciosa – Purple Prince Flowering Crabapple

Malus speciosa – Red Jewell Flowering Crabapple

Malus speciosa – Rejoice Flowering Crabapple

Populus deltoides – Siouxland Poplar

Pyrus calleryana – Autumn Blaze Pear

Syringa reticulata – First Additions Snowdance Japanese Tree Lilac

Tilia mongolica – Harvest Gold Linden

Tilia tomentosa – Sterling Silver Linden

Ulmus ‘Morton Glossy’ – Triumph Elm

Amelanchier x grand – Autumn Brilliance Serviceberry

Celtis occidentalis – Hackberry

Gym dio – Espresso Kentucky Coffeetree

Gym dio – True North TM Kentucky Coffeeefree

Platanus x acer Exclamation! [™] – London Planetree

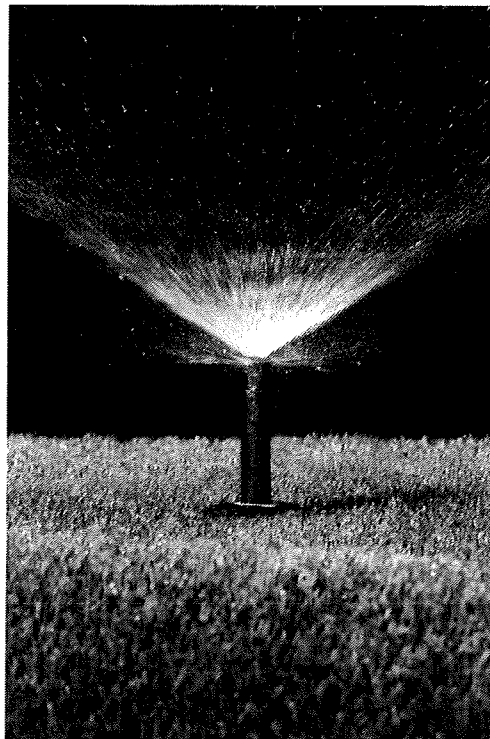
Quercus bicolor – Swamp White Oak

Quercus ellip – Northern Pin Oak

References

Rachel Tate	715-214-6943
Clara Nohre	715-557-2473
Craig Moe	715-456-8775
Nancy Spak	715-210-7005

Rain Bird 1804FDS-25 1800 4" Pop-Up Full, Circle 360°
Pattern



Or similar

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of **THURSDAY, OCTOBER 14, 2021** Council Meeting Items

Provided below for your consideration is a summary of the **THURSDAY, OCTOBER 14** Council Meeting agenda items.

(IX) NEW BUSINESS

ITEM 2 - Public hearing at 6:00 p.m. or as soon thereafter as is possible regarding Ordinance 10A-21, an Ordinance amending Title 18 “Subdivisions” Section 18.11.020(a)(2) and Title 19 “Zoning” Sections 19.12.050(E), 19.59.020(C), and 19.68.030(B) concerning placement of temporary city signs for notifications of public hearings. (Discussed at the Oct 12, 2021 Plan Comm Mtg).

See Enclosed:

- Proposed Ordinance 10A-21

The proposed Ordinance adds language to procedural elements of the subdivision and zoning titles where a public hearing is otherwise required that a temporary sign may be placed at the subject property providing notice of the hearing.

As you may recall, there was discussion and comment during consideration of proposed projects in 2020 and early 2021 where members of the public expressed interest in more and different forms of notice when a matter subject to a hearing is scheduled. This proposal adds a new notification technique used in some other jurisdictions to physically place a sign at the subject property.

Ideally, this language would be added as a single entry describing general procedures for public hearings. However, without a common reference, the modification adds the sign language in multiple places.

There are other procedural considerations regarding what matters are public hearings required, the scope of public notifications, and other public information and engagement options. These will be discussed at a later date. This proposed ordinance is a narrow purpose regarding signs as it is a relatively straightforward modification. The Plan Commission will be making a recommendation at its Oct. 12, 2021 Meeting.

Suggested Motion: I move to close the public hearing.

ITEM 3 - Discuss/consider approval of Ordinance 10A-21, an ordinance amending Title 18 “Subdivisions” and Title 19 “Zoning”, concerning placement of temporary city signs for notification of public hearings.

See ITEM 2 for materials and summary.

Suggested Motion: I move to approve / not approve Ordinance 10A-21.

ORDINANCE NO. 10A-21

An ordinance of the Altoona Common Council amending Title 18 “Subdivisions” Section 18.11.020(a)(2) and Title 19 “Zoning”, Section 19.12.050(E), Section 19.59.020(C), and Section 19.68.030(B) concerning placement of temporary city signs for notifications of public hearings pertaining to land use and land division actions.

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

Section One:

That Title 18, Section 18.11.020 (a)(2) “Preliminary Plat Review and Approval” be amended to read (**bold** marks to be added, ~~striketrough~~ marks to be removed):

2. Whenever a Preliminary Plat is filed, the Plan Commission shall schedule and hold a public hearing before it acts on the plat. Notices of the proposed Preliminary Plat and public hearing shall be published as a Class 2 notice under Ch. 985 of the Wisconsin Statutes and be mailed at the subdivider/developer’s expense, to the owners of all properties within the limits of the exterior boundaries of the proposed Preliminary Plat and to the owners of all properties within two hundred (200) feet of the proposed Preliminary Plat. **The application constitutes agreement by the subdivider/developer/owner to the placement of a temporary sign at the property in a visible location along an improved public right-of-way giving notice that a public hearing is scheduled.** Failure to notify a property owner **or placement of a sign** will not invalidate any city action (Ord. 11D-09, 2009, Ord. 10D-04, 2004)

Section Two:

That Title 19, Section 19.12.050(E) “Variances” shall be amended to read:

- E. Notice. The variance application requires the following:
 - 1. Class 1 notice;
 - 2. First class mail, not less than 5 days prior to the Public Hearing, to owners of record of adjoining properties.
 - 3. Placement of a temporary sign at the project subject to the appeal may be required giving notice that a public hearing is scheduled.**

Section Three:

That Section 19.59.020(C) “Conditions Uses – Procedure” shall be amended to read:

C. The application shall be scheduled for public hearing before the plan commission in accordance with the procedures established in Section 62.23 of the Wisconsin Statutes. Notice of the hearing shall be published as a Class 2 notice under Ch. 985 of the Wisconsin Statutes. Notice shall be provided to all persons within two (200) hundred feet of the property. **The application constitutes agreement by the property owner to the placement of a temporary sign at the property in a visible location along an improved public right-of-way giving notice that a public hearing is scheduled.** Failure to notify a property owner **or placement of a sign** will not invalidate any city action. (Ord 11B-09, 2009, Ord. 10C-04, 2004)

Section Four:

That Section 19.68.030(B) “Amendments – Procedure” shall be amended to read:

B. Upon receipt of a petition for amendment or rezoning, the city clerk shall notify the city council of such petition, and the city council shall set a date for a public hearing to be held upon such proposed amendment following publication of a Class 2 notice under Chapter 985 of the Wisconsin Statutes. The hearing shall be not less than eight days after publication of the second notice.

The council shall further send the petition for amendment or rezoning to the plan commission for their recommendation, to be given to the council prior to the public hearing.

The city clerk shall also provide notice to all property owners, (as set forth on the preceding years property tax roll), within two hundred feet of the property involved in the rezoning. The notice shall be by ~~regular~~ mail. The city clerk shall also provide notice to property owners who have requested such rezoning notice as provided for by Wisconsin State Statutes 66.23 (7)(d) or as amended from time to time. **The application constitutes agreement by the property owner to the placement of a temporary sign at the property in a visible location along an improved public right-of-way giving notice that a public hearing is scheduled.** Failure to notify a property owner **or placement of a sign** will not invalidate any city action. (Ord. 11C-09, 2009).

Section Five:

A copy of Title 18 “Subdivisions” and Title 19 “Zoning” be permanently on file and open to public inspection in the office of the Altoona City Clerk, and is incorporated by reference herein.

Section Six:

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

Dated this 14th day of October, 2021.

Brendan Pratt, Mayor

Cindy Bauer, City Clerk

Approved: _____

Published: _____

Adopted: _____

Instrument Drafted by Joshua Clements, City Planner

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of **THURSDAY, OCTOBER 14, 2021** Council Meeting Items

Provided below for your consideration is a summary of the **THURSDAY, OCTOBER 14** Council Meeting agenda items.

(IX) NEW BUSINESS

ITEM 4 - Discuss/consider approval of a Condominium Plat for Lot 3, Block 4 of the Knollwood Subdivision, parcel 201224003000, 1327 & 1331 Glades Drive (Public Hearing at the October 12 Plan Commission meeting).

See Enclosed:

- Proposed Condominium Plat, 1327 & 1331 Glades Drive
- Declaration of Covenants, Conditions, Easements and Restrictions for Glades Drive Condominium

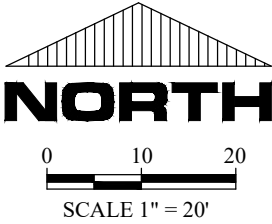
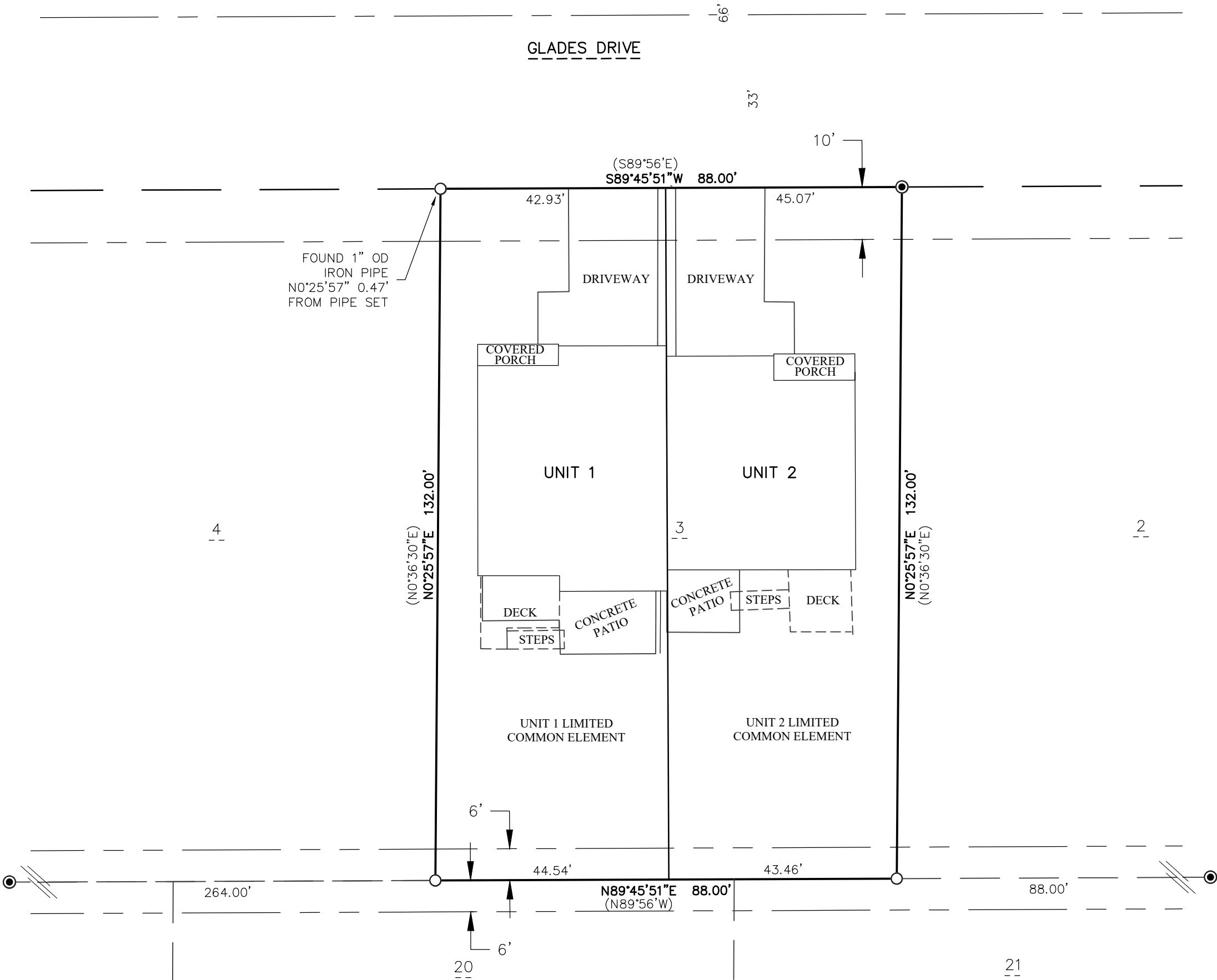
The proposed Condominium Plat for Lot 3, Block 4 of the Knollwood Subdivision splits the 132' x 88' lot (11,616 SF) into two lots along the existing shared wall between the existing dwellings. The lots created meet the minimum lot area and frontage requirements per R2 One- and Two- Family Dwelling District standards.

The Plan Commission granted a Conditional Use for this property on May 11, 2021 to allow a Twin Home use in the R2 District. The Plan Commission will be making a recommendation at its Oct. 12, 2021 Meeting.

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

GLADES CONDOMINIUM

LOT 3, BLOCK 4, KNOLLWOOD, RECORDED IN VOLUME 11 OF PLATS ON PAGE 95 & 95A, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 26, TOWNSHIP 27 NORTH, RANGE 9 WEST, CITY OF ALTOONA, EAU CLAIRE COUNTY, WISCONSIN.



LEGEND

- FOUND 1" OUTSIDE DIAMETER IRON PIPE
- SET 1" OUTSIDE DIAMETER (OD) BY 18" IRON PIPE, 1.13 POUNDS / LINEAR FOOT
- () RECORD INFORMATION

EXISTING UTILITY EASEMENT

BEARINGS ARE REFERENCED TO THE NORTH LINE OF LOT 3 ASSUMED TO BEAR S89°45'51"W

COMMON COUNCIL RESOLUTION:

THE CONDOMINIUM PLAT OF GLADES CONDOMINIUM, IN THE CITY OF ALTOONA, IS HEREBY APPROVED BY THE COMMON COUNCIL.

APPROVED _____(DATE) SIGNED: _____

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

CITY CLERK _____

EAU CLAIRE COUNTY CERTIFICATION:

I, DEAN J. ROTH, EAU CLAIRE COUNTY SURVEYOR HAVE REVIEWED GLADES CONDOMINIUM AND CERTIFY PER WISCONSIN STATUTES 703.115(1) THAT SUCH INSTRUMENT IS APPROVED FOR RECORDING.

DEAN J. ROTH DATED THIS _____DAY OF _____, 2021.
EAU CLAIRE COUNTY SURVEYOR

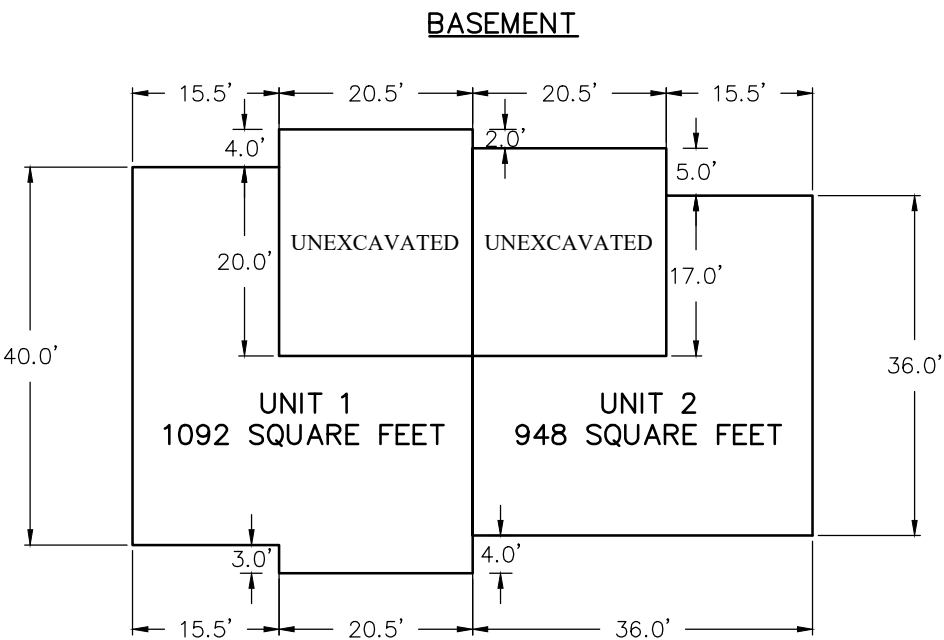
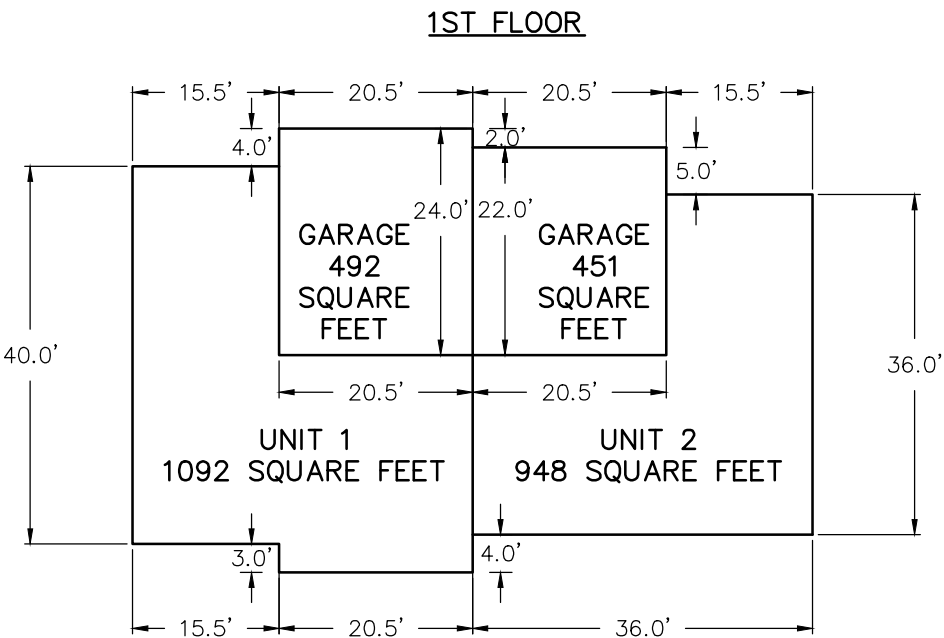
19.32.020(1)(10):
When two attached, single family dwelling units are created, matters of mutual concern to the adjacent property owners, due to construction, catastrophe, and/or maintenance, shall be guarded against by private covenants and deed restrictions and the City of Altoona shall not be responsible for the same. (Ord 1C-10, 2010).

EVERYDAY SURVEYING & ENGINEERING
1818 BRACKETT AVENUE • EAU CLAIRE, WI 54701
PH: (715) 831-0654 • EMAIL: INFO@ESELLC.CO



GLADES CONDOMINIUM

LOT 3, BLOCK 4, KNOLLWOOD, RECORDED IN VOLUME 11 OF PLATS ON PAGE 95 & 95A, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 26, TOWNSHIP 27 NORTH, RANGE 9 WEST, CITY OF ALTOONA, EAU CLAIRE COUNTY, WISCONSIN.



Document No.

**DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR
GLADES CONDOMINIUM**

**1327/1331 Glades Drive
Altoona, WI 54720**

DECLARANT:

SMJ Rentals LLC
2602 Kenora Parkway
Eau Claire, WI 54703

RETURN TO:

Ruder Ware, L.L.S.C.
Attention: Paul J. Mirr
P.O. Box 187
Eau Claire, WI 54702-0187

Parcel Number: 18201-2-270926-120-2060

DECLARATION OF CONDOMINIUM FOR GLADES CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this “Declaration”), is made as of August ___, 2021 (the “Effective Date”), by **SMJ RENTALS LLC**, a Wisconsin limited liability company (the “Declarant”).

WITNESSETH:

A. Declarant is now the owner of the real property in the City of Altoona, Eau Claire County, Wisconsin, described in **Exhibit A** attached to this Declaration, together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the “Property”) and desires to convert said Property to a small condominium.

B. Declarant desires to provide for the preservation and enhancement of the property value, and for the maintenance of the property and improvements thereon, and to this end and in order to insure its best use and most appropriate development and to prevent the erection of poorly designed or constructed improvements, desires to subject said real property to the small condominium provisions of the Wisconsin Condominium Ownership Act.

C. Declarant has deemed it desirable, for the efficient preservation of the value, to create an entity to which should be delegated and assigned the powers of maintaining and administering the property; administering and enforcing the covenants and restrictions; and promoting the recreation, health, safety, and welfare of the residents.

NOW, THEREFORE, Declarant declares that the real property described in **Exhibit A** is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of Sec. 703.365, Wis. Stats., specifically including Secs. 703.365(2) through (8), Wis. Stats., and the provisions set forth below.

ARTICLE 1 - DEFINITIONS

Section 1.1 “Association” shall mean the Glades Condominium Association, a unincorporated association, its successors and assigns.

Section 1.2 “Common Elements” shall mean and refer to all of the Property except for the Units.

Section 1.3 “Condominium Plat” shall mean the condominium plat attached as **Exhibit B**.

Section 1.4 “Declarant” shall mean and refer to **SMJ RENTALS LLC**.

Section 1.5 “Declaration” shall mean the provisions set forth in this entire document, and any amendments to it.

Section 1.6 “Limited Common Elements” shall mean that part of the Common Elements, as designated on the Condominium Plat immediately adjacent to and abutting each Unit and reserved for its exclusive use.

Section 1.7 “Mortgage” shall mean any mortgage or other security agreement by which a Unit or any part thereof is encumbered.

Section 1.8 “Mortgagee” shall mean any person or firm named as the Mortgagee under any Mortgage by which the interest of any Owner is encumbered, or any successor to the interest of such person or firm under such Mortgage.

Section 1.9 “Occupant” shall mean and refer to the occupant of a Unit who shall be either the Owner or a lessee who holds a written lease having an initial term of at least twelve (12) months.

Section 1.10 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit, except that as to any Unit that is the subject of a land contract wherein the purchaser is in possession, the term “Owner” shall refer to such person instead of the vendor.

Section 1.11 “Property” shall mean and refer to the real property that is subject to the Declaration and described in Exhibit A attached.

Section 1.12 “Unit” shall mean and refer to any portion of a structure situated upon the Property and designed and intended for use and occupancy as a residence by a single family.

ARTICLE 2 - NAME; DESCRIPTION OF PROPERTY

Section 2.1 **Name.** The name of the condominium created by this Declaration (the “Condominium”) is “**GLADES CONDOMINIUM.**”

Section 2.2 **Legal Description.** The land 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 made a part hereof.

Section 2.3 **Address.** The address of the Condominium is 1327/1331 Glades Drive, Altoona, Wisconsin 54720.

ARTICLE 3 - DESCRIPTION OF UNITS

Section 3.1 **Identification of Units.** The Condominium shall initially consist of two (2) units (individually a “Unit” and collectively the “Units”) located one (1) building (the “Building”) identified on the Condominium. The Units shall be identified as Units 1 and 2 as numbered on the Condominium Plat.

Section 3.2 **Boundaries of Units.** The boundaries of each Unit shall be as follows:

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

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

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

Section 3.3 Boundaries of the Garages. The boundaries of the garage of each Unit shall be as follows:

(a) Upper Boundary. The upper boundary of the garage shall be the interior lower surface of the supporting members of the roof of the garage, extended to an intersection with the perimetrical boundaries.

(b) Lower Boundary. The lower boundary of the garage shall be the upper surface of the unfinished floor of the Garage extended to an intersection with the perimetrical boundaries.

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

Section 3.4 Description of Units. It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including:

(a) Windows, doors, and garage doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

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

(e) Utility lines.

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

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

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

ARTICLE 4 - COMMON ELEMENTS; LIMITED COMMON ELEMENTS

Section 4.1 **Management and Control.** The Owners shall be entitled and required to be a member the Association, which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common and Limited 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, and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair. All 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”), this Declaration and any Bylaws of the Association. 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 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 Owners unless otherwise stated in such amendment or modification.

Section 4.2 **Owners’ Easement Enjoyment.** Subject to the provisions of this Declaration, each Owner shall have a right and easement of enjoyment in and to the Common Elements, which right shall be appurtenant to and pass with the title to every Unit. Said right and easement of enjoyment in and to the Common Elements, and to any Limited Common Elements, shall be subject to any rules and regulations for the use of the Common and Limited Common Elements set by the Association.

Section 4.3 **Extent of Owners’ Easement.** The Owners’ easement of enjoyment created hereby shall be subject to the right of the Association to establish reasonable rules for the use of the Common and Limited Common Elements and the right of the Association to mortgage any or all of the facilities constructed on the Common Elements, if any, for the purposes of improvement or repair to Association land or facilities pursuant to approval of the Association.

Section 4.4 **Common Elements.** The common elements (the “Common Elements”) include the following:

- (a) The foundation, load bearing walls, exterior surfaces, roof trusses, and roof of the Building;
- (b) Mailboxes; and

- (c) Any other portion of the improvements to the Property that is not part of a Unit.

Section 4.5 **Limited Common Elements.** Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Owners of one 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 Owners as described herein:

- (a) All sidewalks, yards, access ways, driveways, steps, stoops, decks, porches and patios attached to, leading directly to or from, or adjacent to each Unit.

Section 4.6 **Management and Control of Limited Common Elements.** Each Owner, subject to the restrictions set forth in this Declaration or properly adopted by the Association, shall be responsible for the exclusive management and control of the Limited Common Elements appurtenant to the Owner’s Unit and all improvements thereon, and shall have the exclusive right to the use and enjoyment of such Limited Common Elements.

Section 4.7 **Delegation of Use.** Any Owner may delegate the right of enjoyment to the Common and Limited Common Elements appurtenant to the Owner’s Unit to the members of the member’s family and guests, and to occupants subject to the restrictions set forth in this Declaration or properly adopted by the Association.

Section 4.8 **Damage or Destruction of Common or Limited Common Elements by Owner.** If any Common or Limited Common Element is damaged or destroyed by an Owner or any of the Owner’s guests, tenants, licensees, agents, or members of the Owner’s family, such Owner shall promptly repair the damaged area in good workmanlike manner in conformance with the original plan and specifications of the area involved, or as the area may have been modified or altered subsequently. The cost of such repairs shall be the responsibility of the Owner.

Section 4.9 **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 3.2 and 3.3 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 an easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided if, in the judgment of the Association, any such encroachment or easement materially impairs any Owner’s enjoyment of such Owner’s Unit or of the Common Elements, such encroachment shall be removed or just compensation shall be provided to each injured 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, 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.

Section 4.10 **Party Walls.**

(a) General Rules of Law to Apply. Each wall or fence on the dividing line between the Units shall constitute a party wall; and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Rights of Owners. The Owners shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

(c) Damage or Destruction. If any party wall or party fence is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time):

(1) Through the act of an Owner or any of the Owner's agents or members of the Owner's family (whether or not such act is negligent or otherwise culpable), it shall be the obligation of such Owner to rebuild and repair the party wall or fence without cost to the other Owner.

(2) Other than by the act of an Owner, the Owner's agents, guests, or family, it shall be the obligation of both Owners to rebuild and repair such wall or fence at their joint and equal expense.

Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any party wall without the prior consent of the Association.

(d) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 4.11 **Driveway Easement.** Notwithstanding any other provisions in this Declaration, there is granted to each Owner a perpetual easement for the right to ingress and egress over and across that part of any Common or Limited Common Elements used for common driveway purposes, extending from all Units to the street serving the Property.

ARTICLE 5 - PERCENTAGE INTERESTS

Section 5.1 **Percentage Interests.** Pursuant to sec. 703.365(2)(b), Wis. Stats., the undivided percentage interest in the condominium shall be allocated equally among the Units. The undivided percentage interest in the Common Elements appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. Each Unit's percentage shall be 50%.

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 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.** Each Unit shall have one (1) vote appurtenant to the Unit at meetings of the Association.

Section 5.4 **Multiple Owners.** If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

Section 5.5 **Limitations on Voting Rights.** No Owner shall be entitled to vote on any matter submitted to a vote of the Owners until the 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 may contain a provision prohibiting any Owner from voting on any matter submitted to a vote of the Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE 6 - CONDOMINIUM ASSOCIATION

Section 6.1 **General.** Every person or entity who is a record owner of a fee or undivided fee interest in any Unit shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation such as a land contract vendor whose purchaser is in possession. Such membership shall be appurtenant to and may not be separated from ownership of the Unit and shall be transferred automatically by conveyance of that Unit. Pursuant to sec. 703.365(2)(c), Stats., each Unit shall have one undivided vote at meetings of the Association.

Section 6.2 **Declarant Control.** Notwithstanding anything contained in this Declaration to the contrary, Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than Declarant. Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than Declarant, Declarant shall have rights in the Association only as the Owner of Units.

Section 6.3 Maintenance and Repairs.

(a) Common Elements. Except as otherwise set forth herein, the Association 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. Each Unit Owner shall be responsible for providing and maintaining all Limited Common Elements associated with said Owner's Unit; for snow plowing all sidewalks, driveways, private streets, parking areas consisting of Limited Common Elements associated with said Owner's Unit; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas located within each Owner's applicable Limited Common Element.

(b) Units. Each Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), except to the

extent any repair cost is paid by the Association's insurance policy described in Section 8.1. To the extent that maintenance is not provided for in the Declaration, each Owner shall keep the Owner's Unit and the appurtenant Limited Common Elements in good order and repair and free of debris, all in a manner as is consistent with good property management. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which an Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the 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 6.8.

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

Section 6.4 **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 6.3, and administration of the Association shall be deemed to be common expenses (the "Common Expenses").

Section 6.5 **Creation of the Lien and Personal Obligation.** Each Owner by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments as determined necessary by the Association. All such assessments, together with interest and costs of collection as provided below, shall be a charge on the land and a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs of collection, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the line of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments becoming due after such sale or transfer or from the lien thereof.

Section 6.6 **General Assessments.** The Association shall levy monthly general assessments (the "General Assessments") against the Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Owners 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 month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. Furthermore, if the Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, (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 6.7 Annual Budget. No later than ninety (90) days before the end of each calendar year, the Association shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration will be met, and shall set the date assessments are due.

Section 6.8 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the “Special Assessments”) against the Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Sections 9.5 and 10.5; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

Section 6.9 Common Surpluses. If the surpluses of the Association (the “Common Surpluses”) should be accumulated, other than surpluses in any construction fund as described in Sections 9.6 and 10.6, such Common Surpluses may be credited against the 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 6.10 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 6.11 Joint and Several Liability of Grantor and Grantee. Upon a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in these Articles up to the time of conveyance, without prejudice to the grantee’s right to recover from grantor any amount paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount set forth on such statement.

ARTICLE 7 - ARCHITECTURAL CONTROL AND USE OF PROPERTY

Section 7.2 **Conditions.** No improvements, alterations, repairs, change of paint colors, excavations, changes in grade, or other work that in any way alters the exterior of any property or the improvements located therein from its natural or improved state existing on the date such property was first conveyed in fee by Declarant to an Owner shall be made or done without the prior approval of the Association. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made, or done without the prior written approval of Association.

Section 7.3 **Building Maintenance.** All exterior painted wood or composition surfaces of the Property shall be repainted or replaced at intervals selected by the Association. Any such repainting or replacement shall be done at the same time, in the same color, and by the same contractor, all of which time shall be selected by the Association.

Section 7.4 **Unit Alterations.** An Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity of the Building or lessen the structural support of any portion of the Condominium, and shall not impair any easement. Before the commencement of any improvement or alteration, such Owner must submit to the Association for approval all plans and specifications for the improvement or alteration, a certificate of insurance for the Owner's contractor, and a valid building permit. An Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration which changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then-applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

Section 7.5 **Boundary Relocation and Merger.** Boundaries between Units may be relocated upon compliance with Section 703.13(6) of the Condominium Ownership Act and with the written consent of the Association. The Units may be merged into a single Unit only upon compliance with Section 703.13(8) of the Condominium Ownership Act and with the written consent of the Association and the written consent of all mortgagees having an interest in the Units. Any 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 applying for 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 shall be reallocated only to the extent necessary to ensure that the undivided percentage interest in the Condominium

is allocated equally among the Units where said relocation or merger changes the number of Units in the Condominium.

Section 7.6 Expenses. All expenses involved in any improvements, alterations boundary changes or Unit separations approved by the Association or permitted under this Article, whether or not completed, including all expenses to the Association, shall be borne by the Owner or Owners involved and may be charged as a Special Assessment to the affected Units in accordance with Section 6.8.

Section 7.7 Use and Restrictions on Use of Units. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association before the commencement of such use. A Unit shall be deemed to be used for “single-family residential purposes” if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than **two** unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit an Owner of a residential Unit from:

- (a) maintaining the Owner’s personal professional library in the Unit;
- (b) keeping the Owner’s personal business or professional records or accounts in the Unit;
- (c) handling the Owner’s personal or business records or accounts in the Unit; or
- (d) handling the Owner’s personal business or professional telephone calls or correspondence from the Unit.

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

Section 7.8 Nuisances. No noxious or offensive activity shall be carried on in any Units or in the Common or Limited Common Elements, nor shall anything be done there which may be or become an annoyance or nuisance to others. 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 Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 8.1. 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 Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

Section 7.9 Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that:

- (a) the term of any such lease shall not be less than **six (6)** consecutive months to each tenant;
- (b) the Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;

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

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

The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance. During the term of any lease of all or any part of a Unit, each Owner of such Unit shall remain liable for the compliance of the Unit, the Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section shall not apply to leases of the Units by Declarant or leases of the Units to the Association.

Section 7.10 Signs. Unless otherwise allowable under applicable law, no sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, Declarant. An Owner, without the Association's consent, may place one sign of standard size, advertising the Owner's Unit for sale, provided such placement is in a location that does not unreasonably interfere with the Owners' use and enjoyment of the Common and Limited Common Elements.

Section 7.11 Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All rubbish, trash, garbage, refuse, and recycling materials shall be placed out of sight within proper receptacles. No rubbish, trash, garbage, refuse, and recycling materials shall be visible outside any Unit.

Section 7.12 Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No unstacked firewood or wood pile shall be kept on the Property. No vehicles shall be parked on any yard at any time.

Section 7.13 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Property except each Unit may have, as indoor pets, one (1) dog and one (1) cat. If Occupant wishes to have other household pets (such as snakes, gerbils, canaries, or parakeets), such Occupant must receive prior approval from the Association. No pet shall be permitted that causes an unreasonable disturbance. Any pet excrement in Limited Common Elements shall be removed immediately by an Occupant of the Unit in which the pet resides. Owners with pets shall obey applicable leash laws.

Section 7.14 **Landscaping.** Owners may not plant any decorative plants, vegetables, and shrubbery outside of the Owner's Unit or Limited Common Area without the prior written consent of the Association.

Section 7.15 **Antennas.** No exterior television or radio antennas will be permitted. To the extent this restriction is permitted by applicable law, no exterior antennae, windmills, or satellite dishes shall be erected on or outside any Unit without the prior written approval of the Association.

Section 7.16 **Exceptions.** The Association may issue temporary permits to except any prohibitions expressed or implied by this Article.

Section 7.17 **Utility Easements.** There is hereby created a perpetual blanket easement upon, across, over, through, and under the Property for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television, cable, or communication lines and systems, provided the Owner requesting the improvement or the providing utility or service company restores disrupted areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other service utility lines or facilities for such utilities may be installed or relocated on said premises except as approved by the Association. This easement shall in no way affect any other recorded easements on said premises.

ARTICLE 8 - INSURANCE [REVIEW WITH YOUR AGENT]

Section 8.2 **Fire and Extended Loss Insurance.** The Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Building and the Common Elements and for the Association's service equipment, supplies and personal property for not less than the full replacement value thereof. Such insurance coverage shall be reviewed and adjusted by the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written in the name of the Association as insurance trustee for the individual Owners in their respective percentage interests as set forth in Section 5.1 of this Declaration. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be paid by the Owners as part of General Assessments. 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 Owners and the Mortgagees and distributed as provided in Article 9.

Section 8.3 **Public Liability Insurance.** The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Association from time to time. All premiums for such insurance shall be Common Expenses. Each Owner shall have the right to obtain public liability insurance for the Owner's personal benefit.

Section 8.4 **Owners' Insurance.** Each Owner shall insure all of its own personal property (whether or not such personal property is stored within the Unit owned by such Owner or any Common Element or Limited Common Element) and any insurable portion of the Unit not covered by the Association's insurance as specified herein. Each Owner shall also maintain in effect at all times a comprehensive homeowner's liability policy. Each such policy shall name the Association as an additional insured. The homeowner's liability policy shall provide for coverage in the minimum amount of at least

Three Hundred Thousand Dollars (\$300,000.00) per occurrence for personal injury and/or property damage or such higher minimum as is needed in the discretion of the Association to comport with the prevailing commercial practice. Nothing shall prohibit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks; provided, however, that each Owner's own property insurance coverage shall be excess coverage only and the insurance obtained by the Association, as required under Section 8.1, shall at all times be primary coverage. Owners are encouraged to submit copies of the disclosure materials for the Condominium to their insurance carriers in order to ensure adequate property and liability coverages.

Section 8.5 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or an Owner to be subrogated to any right of the Association or an Owner arising under this Declaration. The Association and each 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 an 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 an Owner from obtaining such policy.

ARTICLE 9 - RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

Section 9.1 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 \$10,000.00. Acceptance by an 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 Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the 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 9.2 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 (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (2) 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 and addendum shall be recorded by the Association setting forth such authorized variance.

Section 9.3 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 9.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 8.1 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. 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 9.6.

Section 9.5 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 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 Owner's percentage interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Owners and Mortgagees involved.

Section 9.6 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 Owners according to their respective percentage interests in the Common Elements.

Section 9.7 Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the 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 10 - CONDEMNATION

Section 10.1 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Owner shall be allocated the entire award for the taking of all or part of such Owner's 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 Owners in proportion to their respective percentage interest in the Common Elements.

Section 10.2 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 10.3 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 seventy-five percent (75%) of the Owners, and a majority of 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 and addendum shall be recorded by the Association setting forth such authorized variances.

Section 10.4 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 10.5 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 Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Owner's respective percentage interest in the Common Elements and shall constitute a Common Expense.

Section 10.6 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 Owners in proportion to their respective percentage interests in the Common Elements.

Section 10.7 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 11 - MORTGAGEES

Section 11.1 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations.

(c) Any physical damage to the Common Elements in an amount exceeding Twenty Thousand Dollars (\$20,000).

Section 11.2 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article 12 of this Declaration, neither Section 11.1 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

Section 11.3 Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Owner" for purposes of such provision.

Section 11.4 **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 12 - AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Owners who together hold at least three-fourths (3/4) of the total voting interests held by all Owners. No 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. Until the initial conveyance of all Units, this Declaration may be amended by Declarant alone for purposes of clarification and correction of errors.

ARTICLE 13 - REMEDIES

The Association shall have the sole right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or thereafter imposed by the provisions of this Declaration, as amended or restated 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 an 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. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. 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 Chippewa 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 6), 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. Any such person shall be an 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 Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another 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 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 Owner and such 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 6. In addition to all other remedies available to the Association, the Association shall have the right to collect from any 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 14 - GENERAL

Section 14.1 **Duration.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless at the expiration of the twenty-year term or of any ten-year extension period the covenants and restrictions are expressly terminated by an instrument signed by all of the Owners. A termination must be recorded.

Section 14.2 **Right of Entry.** By acceptance of a Condominium Deed, each 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 6.3. Such entry shall be made with prior notice to the Owners, and shall be scheduled for a time reasonably convenient to the 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 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 14.3 **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 the Association shall be given to the agent for service of process specified in Section 14.6. 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 14.4 **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 14.5 **Declarant Access during Construction of Improvements.** During any period of construction of the Building and other improvements on the Property by Declarant, 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 The Building, improvements, utilities, driveways, parking areas, landscaping, and other repairing or servicing of all or any part of the Condominium or the expanded Condominium.

Section 14.6 **Resident Agent.** Samuel Johnson, 2602 Kenora Parkway, Eau Claire, Wisconsin 54703 is the person designated to receive service of process for Glades Condominium Association. The

Association may designate a successor to receive service of process by filing proper notice of the same with the Wisconsin Department of Financial Institutions.

Section 14.7 **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 "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 14.8 **Conflicts.** If a conflict exists among any provisions of this Declaration, the Articles, and the Bylaws, the Declaration shall prevail over the Articles, and Bylaws; and the Articles shall prevail over the Bylaws.

[Signature page follows.]

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed as of the Effective Date.

DECLARANT:
SMJ RENTALS LLC

By: _____
Samuel Johnson, Member

By: _____
Mitchell Johnson, Member

ACKNOWLEDGMENT

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

Personally came before me this ____ day of August, Samuel Johnson and Mitchell Johnson, as Members of SMJ Rentals, LLC and acknowledged the foregoing document.

[Seal]

*

Notary Public, State of Wisconsin
My Commission expires _____.

Drafted by Attorney Paul J. Mirr,
Ruder Ware, L.L.S.C., P.O. Box 187, Eau Claire, WI 54702-0187

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage against the Property subject to the foregoing Condominium Declaration for Glades Condominium, consents to the Declaration, and agrees that its interest in the Property shall be subject to the Declaration.

Dated: _____, 2021.

MORTGAGEE: _____

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021, by _____, who to me represented that he or she is the _____ of _____ and to me known to be the person who executed this instrument in that capacity.

[Seal]

*

Notary Public, State of _____

My commission expires: _____

* Print or type name

EXHIBIT A
Legal Description

Legal description of the Property subject to the Declaration:

Lot 3, Block 4, Knollwood Addition, recorded in Volume 11 of Plats on Page 95 and 95A, located in the Northwest Quarter of the Northwest Quarter, Section 26, Township 27 North, Range 9 West, City of Altoona, Eau Claire County, Wisconsin.

PIN: 18201-2-270926-120-2060

EXHIBIT B
Condominium Plat

[Attached.]

THE CITY of *Altoona*

[To Agenda>>](#)

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of **THURSDAY, OCTOBER 14, 2021** Council Meeting Items

Provided below for your consideration is a summary of the **THURSDAY, OCTOBER 14** Council Meeting agenda items.

(IX) NEW BUSINESS

ITEM 5 - Discuss/consider approval of Ordinance 10B-21, an ordinance to annex approximately 5.27 acres of property to the City of Altoona from the Town of Washington pursuant to Direct Annexation Petition as submitted by Richard H. Golde.

See Enclosed:

- Planning Department Staff Report 2021-10A
- Ordinance 10B-21 (proposed)
- WI Department of Administration Review Letter (2021-0921)
- Petition for Direct Annexation (MBR #14437)

The ordinance before you for consideration represents the final step to annexing approximately 5.27 acres of property to the City of Altoona from the Town of Washington. The property is currently owned by Richard Golde, and located at 491 Bartlett Avenue. As noted in the attached materials, the annexation has been reviewed by the State of Wisconsin, Department of Administration.

The property will be temporarily assigned R-1 zoning consistent with Altoona Municipal Code. The matter will be referred to the Plan Commission for zoning assignment.

Suggested motion: I move to approve/not approve Ordinance 10B-21, an ordinance to annex approximately 5.27 acres of property to the City of Altoona from the Town of Washington pursuant to a direct annexation petition as submitted by Richard Golde.

THE CITY of *Altoona*

PLANNING DEPARTMENT STAFF REPORT

21-10A

GOLDE ANNEXATION DOA CASE #14437

2021 October 6

Revised October 13

Address 491 Bartlett Avenue
Parcel ID 024119603000
Application Annexation
Prepared By Joshua Clements, AICP, City Planner

SUMMARY

Applicant Richard Golde

Parcel Description A parcel of land located in the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 24, Township 27 North, Range 9 West, Town of Washington, Eau Claire County, Wisconsin being more particularly described as follows:

- Commencing at the Southwest corner of Section 24;
- Thence S89°55'43"E. along the South Line of the Southwest $\frac{1}{4}$ of Section 24, for a distance of 1131.63 Feet;
- Thence N00°16'44"E. Along the East line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ for a distance of 724.77 feet to the Point of Beginning;
- Thence continuing along said East Line for a distance of 616.80 feet;
- Thence N89°37'59"E. along the centerline of County Road "KB" for a distance of 374.31 feet;
- Thence S00°21'41"W. for a distance of 677.94 feet;
- Thence N81°03'04"W. for a distance of 377.62 feet to the point of beginning.

Requested Action Approve Petition for Direct Annexation

Proposal Summary The owner of 491 Bartlett Avenue has applied for direct annexation for the **5.27-acre** property located adjacent to the City of Altoona in the Town of Washington. The City has received the letter of public interest opinion by the Wisconsin Department of Administration as required by statute. The existing property features a single family detached dwelling with private well and septic. The owner attests the dwelling is currently unoccupied.

The Comprehensive Plan (2009) future land use map identifies the property as "Mixed Use Neighborhood". City staff has engaged the owner in preliminary land division and use discussion for multi-family development.

City sanitary sewer and municipal water exists along the frontage of the property in Bartlett Avenue. There are no known development constraints to the property.

The annexation process is governed by Wisconsin Statutes and case law. City of Altoona ordinances are otherwise silent on this process or local standards for consideration. Generally accepted minimum practice is review for consistency with the Comprehensive Plan. The annexation is considered by Ordinance of the City Council. This matter has not been referred to the Plan Commission as that step is not required by statute and create an additional step not otherwise required by ordinance. The annexation would become effective the date of passage of the ordinance.



Submittals

The Application submitted by Richard Golde and Real Land Surveying meet the application requirements for annexation as outlined by the Wisconsin Department of Administration.

Enclosed in **2021 October 14** City Council Packet:

- (a) WI DOA Direct Annexation Flow Chart
- (b) Appeal for Direct Annexation:
 - i. WI DOA Request for Annexation Review
 - ii. Location Map (Eau Claire County GIS)
 - iii. Petition for Direct Annexation letter
 - iv. Property survey drawing
 - v. Property description
- (c) WI DOA Review Letter

Applicable Standards

City of Altoona Comprehensive Plan (2009)

Review Required By

City Council (October 14th, 2021).

Reviewed By

Planning Department; City Clerk, Public Works

Staff Recommendation

Approve the application for annexation.

Background Information

Zoning & Land Use

The current land use of the parcel is Vacant.

	Zoning	Land Use
Subject Site	R1L <i>Town of Washington</i>	Detached Dwelling
West	Planned Community Development	Walden Woods Subdivision (17 4-unit townhouse structures)
North	I Industrial District	Self-storage units
East	R1L <i>Town of Washington</i>	460 Sunday Dr., 470 Sunday Dr., 481 Bartlett Avenue Detached Dwellings (3)
South	R1L <i>Town of Washington</i>	440 Sunday Drive Detached Dwelling



Above: Subject Property (2020 Eau Claire County aerial image)

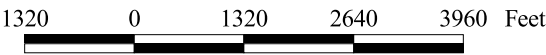
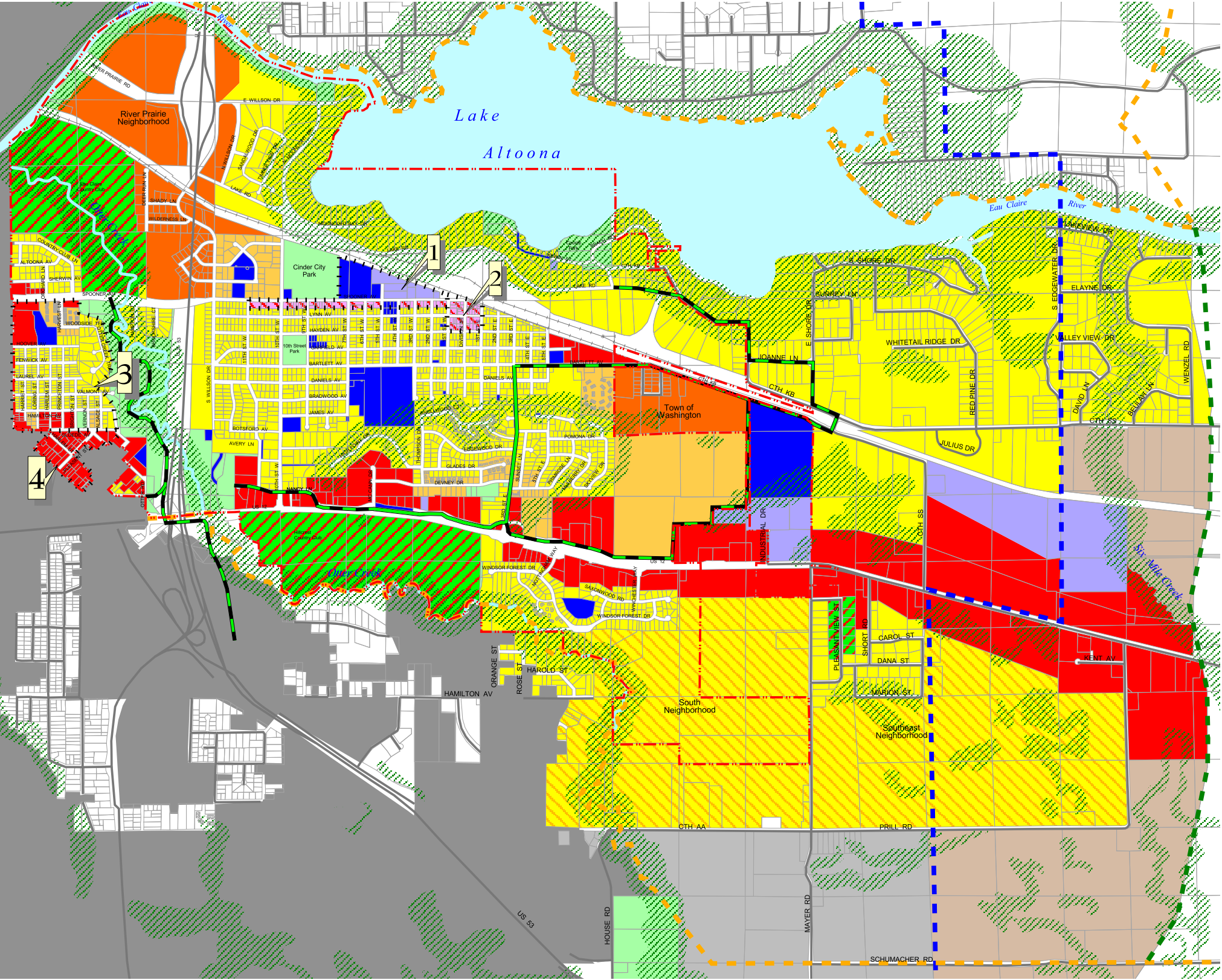
Proposed Land Use	Residential multi-family
Conformance with Comprehensive Plan	The 2009 City of Altoona Comprehensive Plan identifies the area as “Mixed Use Neighborhood”. The interest expressed by the owner is consistent with the Comprehensive Plan. Rezoning will be required. Site Plans may be required depending upon the specific use.
Conformance with Zoning	The parcel is currently zoned R1L – single family residential – large lot (County Zoning). The parcel will be temporarily assigned R1 zoning district, per Altoona Municipal Code 19.24.030.

Project Description, Analysis & Conclusion

Criteria for Approval	<p>City Clerk & Planning Department have reviewed and confirmed submittals satisfy the requirements for the WI Department of Administration. The DOA has provided their letter of review (enclosed).</p> <p>The intended use is generally consistent with the Comprehensive Plan.</p>
Staff Recommendation	Planning Department recommends the City Council approve the Appeal for Direct Annexation.

Joshua Clements

City of Altoona Eau Claire County, Wisconsin Future Land Use



Corporate Limits

Roads

Railroad

Altoona Plat Review Area

Eau Claire Plat Review Area

Sewer Service Area - 2025

Existing Bike/Ped Trail

Proposed Bike/Ped Trail

Parcels

Lakes

Rivers

City of Eau Claire

Future Land Use

Natural Resource Protection

Rural Preservation

Rural Transition

Low Density Residential

High Density Residential

Mobile Home Residential

Mixed Use Neighborhood

Planned Neighborhood

General Commercial

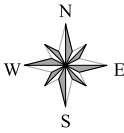
Downtown Mixed Use

General Industrial

Public & Institutional

Recreational Commercial

Park & Recreational



Redevelopment Areas

1. Spooner Avenue Corridor

2. Downtown Business District

3. Altoona Subdivision

4. Commercial Redevelopment Area

Sources:

Base map data provided by WCWRPC





TONY EVERS

GOVERNOR

JOEL BRENNAN

SECRETARY

Municipal Boundary Review

PO Box 1645, Madison WI 53701

Voice (608) 264-6102 Fax (608) 264-6104

Email: wimunicipalboundaryreview@wi.gov

Web: <http://doa.wi.gov/municipalboundaryreview>

September 21, 2021

PETITION FILE NO. 14437

CYNTHIA BAUER, CLERK
CITY OF ALTOONA
1303 LYNN AVE
ALTOONA, WI 54720-1942

JANELLE HENNING, CLERK
TOWN OF WASHINGTON
5750 OLD TOWN HALL RD
EAU CLAIRE, WI 54701-8948

Subject: GOLDE ANNEXATION

The proposed annexation submitted to our office on September 01, 2021, has been reviewed and found to be in the public interest. In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city...." so as, to ensure the resulting boundaries are rational and compact. The statute also requires the Department to consider whether the annexing city or village can provide needed municipal services to the territory. The subject petition is for territory that is reasonably shaped and contiguous to the **CITY OF ALTOONA**, which is able to provide needed municipal services.

Note: The scale map of the territory to be annexed must clearly show and identify the existing City of Altoona boundary that is contiguous to the territory.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please include your MBR number 14437 with your ordinance.** Ordinance filing checklist available at <http://mds.wi.gov/>, click on "Help on How to Submit Municipal Records". Email scanned copy of required materials (color scan maps with color) to mds@wi.gov or mail to: Wisconsin Department of Administration, Municipal Boundary Review, PO Box 1645, Madison WI 53701-1645.

The petition file is available for viewing at: <http://mds.wi.gov/View/Petition?ID=2511>
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner

ORDINANCE NO. 10B-21

ORDINANCE ANNEXING TERRITORY TO THE CITY OF ALTOONA

Pursuant to Petition for Direct Annexation, Richard H. Golde (MBR #14437)
Eau Claire County Parcel Identification Number 024119603000
Town of Washington

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

Section 1: Territory Annexed

A petition for direct annexation by unanimous approval including scale map, signed by the owner of all real property in such territory, having been filed with the City Clerk requesting the annexation of the territories described herein and visually depicted in Exhibit A consistent with Wis. Stats., 66.0217(2), a copy of this petition is attached hereto and incorporated herein as Exhibit B, to the City of Altoona, Wisconsin from the Town of Washington, Eau Claire County, Wisconsin. Notice has been provided to the Town of Washington. The Department of Administration having performed its review under §66.0217(6), Wis. Stats., and, in accord with §66.0217(6)(a), Wis. Stats., the Common Council has completed review of the Department of Administration letter before considering this ordinance. Investigation by the City of Altoona discloses that as of the date of the above representation are true and the Common Council accepts the petition as sufficient and determines that said annexation proceedings meet the requirements of Wis. Stats. §66.0301.

The below described territory be and is hereby annexed to and incorporated to the City of Altoona and detached from the Town of Washington pursuant to §66.0217(8), Wis. Stats.:

A parcel of land located in the Southeast ¼ of the Southwest ¼, Section 24, Township 27 North, Range 9 West, Town of Washington, Eau Claire County, Wisconsin being more particularly described as follows:

- Commencing at the Southwest corner of Section 24;
- Thence S89°55'43"E. along the South Line of the Southwest ¼ of Section 24, for a distance of 1131.63 Feet;
- Thence N00°16'44"E. Along the East line of the Southwest ¼ of the Southwest ¼ for a distance of 724.77 feet to the Point of Beginning;
- Thence continuing along said East Line for a distance of 616.80 feet;
- Thence N89°37'59"E. along the centerline of County Road "KB" for a distance of 374.31 feet;
- Thence S00°21'41"W. for a distance of 677.94 feet;
- Thence N81°03'04"W. for a distance of 377.62 feet to the point of beginning.

Said described parcel without right-of-way contains 229,640 square feet, 5.27 acres, more or less. Said parcel is subject to any easements or restrictions of record. Said right-of-way subject to the property survey description is within the City of Altoona corporate boundary.

The current population of said territory is zero (0). The existing dwelling within the territory is vacant.

- Section 2:** **Effect of Annexation.** From and after the date of this ordinance, the territory described in Section 1 shall be part of the City of Altoona for all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Altoona.
- Section 3:** **Ward Designation.** That territory described in Section 1 of this ordinance is hereby made part of Ward 17.
- Section 4:** **Temporary Zoning Classification.** The territory hereafter annexed to the city shall be temporarily classified as a R-1 One Family Dwelling District consistent with Section 19.24.030 of the Altoona Municipal Code and subject to all provisions of the zoning ordinance of the City of Altoona relating to such district classification and to zoning in the city.
- Section 5:** **Notification.** That the City Clerk shall file one (1) certified copy of this ordinance with the Wisconsin Department of Administration, together with one (1) plat map of the territory annexed hereinunder to the City, and shall, additionally, provide a copy of each company providing utility services in the annexed territory as well as to the Clerk of the Altoona School District and shall cause it to be recorded by the Eau Claire County Register of Deeds.
- Section 6:** **Codification.** This ordinance shall not be codified.
- Section 7:** **Agreement to Pay Property Taxes.** Pursuant to Wis. Stat. §66.0217(14), the City of Altoona does hereby agree to pay annually to the Town of Washington, for five (5) years, an amount equal to the property taxes that the Town of Washington levied on the herein described territory in the year in which the annexation is final.
- Section 8:** **Severability.** If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or application of this ordinance which can be given effect without the invalid or unconstitutional provisions or applications.

Dated this 14th day of October, 2021.

CITY OF ALTOONA

By: _____
Brendan Pratt, Mayor

ATTEST:

By: _____
Cindy Bauer, City Clerk

Approved: _____
Published: _____
Adopted: _____

Drafted by Joshua Clements, City Planner



Existing Municipal Boundary, property to be attached.
Joshua Clements, City of Altoona. 2021-1004

Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
PO Box 1645, Madison WI 53701
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
<http://doa.wi.gov/municipalboundaryreview>

Petitioner Information

Name: **RICHARD GOLDE**

Address: **3328 GARNER STREET**

EAU CLAIRE, WI 54701

PHONE: 715-839-8880

Email: **DOC54701@YAHOO.COM**

Office use only:

RECEIVED

September 1, 2021

Municipal Boundary Review
Wisconsin Dept. of Admin.

1. Town where property is located: **TOWN OF WASHINGTON**

2. Petitioned City or Village: **ALTOONA**

3. County where property is located: **EAU CLAIRE COUNTY**

4. Population of the territory to be annexed: **2**

5. Area (in acres) of the territory to be annexed: **5.56 ACRES**

6. Tax parcel number(s) of territory to be annexed
(if the territory is part or all of an existing parcel): **024-119-603-000**

Petitioners phone:

715-839-8880

Town clerk's phone:

715-834-3257

City/Village clerk's phone:

715-839-1800

Contact Information if different than petitioner:

Representative's Name and Address:

Phone: _____

E-mail: _____

Surveyor or Engineering Firm's Name & Address:
REAL LAND SURVEYING

1360 INTERNATIONAL DRIVE

EAU CLAIRE, WI 54701

Phone: **715-514-4116**

E-mail: **PGARTMANN@RLSWI.COM**

Required Items to be provided with submission (to be completed by petitioner):

- ☒ Legal Description meeting the requirements of s.66.0217 (1) (c) [see attached annexation guide]
- ☒ Map meeting the requirements of s. 66.0217 (1) (g) [see attached annexation guide]
- ☒ Signed Petition or Notice of Intent to Circulate is included
- Indicate Statutory annexation method used:
 - ☒ Unanimous per s. 66.0217 (2), or,
OR
 - ☐ Direct by one-half approval per s. 66.0217 (3)
- ☒ Check or money order covering review fee [see next page for fee calculation]

Annexation Review Fee Schedule

A Guide for Calculating the Fee Required by ss.16.53 (4) and 66.0217, Wis. Stats.

Required Fees

There is an initial filing fee and a variable review fee

\$350 Initial Filing Fee (required with the first submittal of all petitions)

\$200 – 2 acres or less

\$350 – 2.01 acres or more

\$600 Review Fee (required with all annexation submittals except those that consist ONLY of road right-of-way)

\$200 – 2 acres or less

\$600 – 2.01 to 10 acres

\$800 – 10.01 to 50 acres

\$1,000 – 50.01 to 100 acres

\$1,400 – 100.01 to 200 acres

\$2,000 – 200.01 to 500 acres

\$4,000 – Over 500 acres

\$950 TOTAL FEE DUE (Add the Filing Fee to the Review Fee)

Attach check or money order here, payable to: **Department of Administration**

**THE DEPARTMENT WILL NOT PROCESS
AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED
BY THE REQUIRED FEE.**

**THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD
COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE**

Shaded Area for Office Use Only

Date fee received: 9-1-2021

Payee: Richard Golde

Check Number: 4555

Check Date: 8-27-21

Amount: \$950⁰⁰



Location Map



Petition for Direct Annexation

Pursuant to Section 66.0217(2) WIS. STATS.

We, the undersigned, consulting all of the electors and all of the owners of the real property in the following territory of the Town of Washington, Eau Claire County, Wisconsin, lying contiguous to the City of Altoona, petition the City of Altoona to annex the territory described in Exhibit "A" and show on scaled map in Exhibit "B" to the City of Altoona, Eau Claire County, Wisconsin.

Legal Description of the proposed territory to be annexed is attached (Exhibit A). Scaled map of proposed territory to be annexed is attached (Exhibit B) parcel #024119603000

The current population of the territory is 2.

We, undersigned, elected that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexation, incorporation or consolidation of proceedings, if any.



Richard H. Golde

Dated

8/21/21

EXHIBIT "A"

LOCATED IN THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$,
SECTION 24, TOWNSHIP 27 NORTH, RANGE 9 WEST,
TOWN OF WASHINGTON, EAU CLAIRE COUNTY, WISCONSIN

DESCRIPTION:

- COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24;
- THENCE, S89°55'43"E ALONG THE SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 24, FOR A DISTANCE OF 1131.63 FEET;
- THENCE N00°16'44"E ALONG THE EAST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ FOR A DISTANCE OF 724.77 FEET TO THE POINT OF BEGINNING;
- THENCE CONTINUING ALONG SAID EAST LINE FOR A DISTANCE OF 616.80 FEET;
- THENCE N89°37'59"E ALONG THE CENTERLINE OF COUNTY ROAD "KB" FOR A DISTANCE OF 374.31 FEET;
- THENCE S00°21'41"W FOR A DISTANCE OF 677.94 FEET;
- THENCE N81°03'04"W FOR A DISTANCE OF 377.62 FEET TO THE POINT OF BEGINNING.



Eau Claire County

Ascent Land Records Suite

Access Type: [Public](#) Choose Category: [Real Estate Property & Tax](#) What do you want to do? [Search properties](#) [Help](#) ?

[Browser Setup Help](#)

[Return to search results](#)

[Property Summary](#)

Owner (s): GOLDE, RICHARD H		Location: SE-SW,Sect. 24, T27N,R9W	
Mailing Address: RICHARD GOLDE 3328 GARNER ST EAU CLAIRE, WI 54701-7690		School District: 0112 - ALTOONA SCHOOL DISTRICT	
Request Mailing Address Change			
Tax Parcel ID Number: 18024-2-270924-340-0002	Tax District: 024-TOWN OF WASHINGTON	Status: Active	
Alternate Tax Parcel Number: 024119603000	Government Owned:	Acres: 5.9000	

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):

PRT OF THE SE-SW DESC AS BG AT THE INTERS OF THE C/L OF CTH KB AT A PT OF INTERS WITH THE W LN OF SD 40 TN S 602.87' M/L TO THE W COR OF LAND DESC IN V/627/125 TN S81*19'E 378.33' TN N 650' M/L TO THE C/L OF CTH KB TN W TO POB

Site Address (es): *(Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)*

491 BARTLETT AVE ALTOONA, WI 54720

Select Detail -->

<Select Detail>



[Make Default Detail](#)

[Printer Friendly Page](#)

[View Interactive Map](#)

Summary of Subject Details:

NOTE: Not all subject details are available at every county.

Assessments:

Assessment detail by year.

Taxes:

Tax history by year, links to tax payment history, and payoff calculator.

Zoning:

Rural zoning map for the selected parcel. Zoning is intended to be used as a reference only. Only rural zoning information is provided. For information about city or village zoning, please contact local officials.

Districts:

Special District information (Lake, Sanitary, TIF, BID).

Parcel History:

History of tax parcel changes. Parcel history is not available for changes made prior to June 2020. Changes made prior to this are available only by visiting the County.

Documents:

Documents related to selected tax parcel. There may be other documents related to this parcel that are not shown.

Survey History:

List of surveys performed on selected parcel or on parents of selected parcel. There may be surveys performed that are not available electronically through this portal.

Sales History:

List of all sales related to the selected parcel. There may be documents related to this parcel that are not shown.

Parcel Map:

Interactive map of the selected tax parcel. Maps are available for 'Active' parcels only.

Permits:

Listing of sanitary and/or land use permits associated with the parcel.

Attachments:

List of all saved files that have been associated with the parcel.



Corporate Office – 715-514-1616 – help@prosperpads.com – 218 10th Avenue Suite 100 Eau Claire, WI 54703

To the City of Altoona,

This is Daniel Garza with Prosper Real Estate and we manage properties for Richard Golde. I am confirming that as of 9/26/21 the property on 491 Bartlett Ave, Altoona, WI 54720 is currently vacant. If you have any further questions, please let me know.

Daniel Garza
Operations Manager
507-440-6553
Daniel@Prosperpads.com

A handwritten signature in black ink, appearing to read "Daniel Garza", is written over the email address.

THE CITY of *Altoona*

[To Agenda>>](#)

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of **THURSDAY, OCTOBER 14, 2021** Council Meeting Items

Provided below for your consideration is a summary of the **THURSDAY, OCTOBER 14** Council Meeting agenda items.

(IX) NEW BUSINESS

ITEM 6 - Discuss/consider approval of an amendment to the WPPA contract regarding a side letter for the compensation of a police therapy dog program.

As you are aware, the police department added a therapy dog to the agency in 2020. When we added the therapy dog, there was no industry standard regarding compensation for police department therapy dogs, and currently, there still is not an industry standard. We have discussed this topic with Attorney Weld, and his recommendation is to compensate the therapy dog handler similar to a patrol canine handler.

The National average for a patrol canine is ½ hour per day, 365 days per year. This has to be paid at an overtime rate because the therapy dog handler is a 40 hour a week employee. The rate does not have to be at the current patrol rate but can be at a dog caretaker pay rate.

Per an internet search - As of Jun 15, 2021, the **average** annual **pay** for the **Dog Kennel** jobs category in the United States is approximately \$11.83 an hour.

$\$11.83 \text{ per hour at overtime} = \17.75

$\$17.75 / 2 = \$8.88 \text{ per half hour}$

$\$8.88 \times 365 = \$3,241.20$

We are proposing to compensate the therapy dog handler from January 1, 2021, and continue through the life of the therapy dog program. The union has voted in agreement of the proposed amount of compensation for the care time of the therapy.

Suggested motion: I move to approve/not approve an amendment to the WPPA contract regarding a side letter for the compensation of a police therapy dog program.

SIDE LETTER

This side letter is a memorandum of understanding by and between the City of Altoona (the City) and the Altoona Professional Police Association (Union).

WHEREAS, the parties are desirous of entering into an agreement for the compensation of a police therapy dog program.

IT IS HEREBY AGREED AND UNDERSTOOD BY THE PARTIES AS FOLLOWS:

1. The therapy dog handler has additional canine care responsibilities, including, but not limited to, exercise, feeding, grooming, and cleaning.
 - a. Consistent with industry standards, the City agrees to pay the officer/handler for 30 minutes per day to care for the therapy dog. At the rate of \$11.83 per hour.
 - i. \$11.83 per hour at overtime = \$17.75
 - ii. $\$17.75 / 2 = \8.88 per half hour
 - iii. $\$8.88 \times 365 = \$3,241.20$ per year.
 - b. The payment shall be made at a rate of \$8.88 per day, paid at the end of each 14-day pay period.
 - c. This agreement shall be retroactive to January 1, 2021.
2. This side letter expires at the end of the collective bargaining agreement, which becomes effective January 1, 2024.
3. This side letter becomes effective on execution by the second party hereto.

ALTOONA PROFESSIONAL POLICE
ASSOCIATION / WISCONSIN
PROFESSIONAL POLICE ASSOCIATION/
LAW ENFORCEMENT EMPLOYEE
RELATIONS DIVISION

CITY OF ALTOONA

By: _____
Date

By: _____
Date

By: _____
Therapy dog handler/officer Date



[To Agenda>>](#)

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of **THURSDAY, OCTOBER 14, 2021** Council Meeting Items

Provided below for your consideration is a summary of the **THURSDAY, OCTOBER 14** Council Meeting agenda items.

(IX) NEW BUSINESS

ITEM 7 - Discuss/consider Ordinance 10C-21, an ordinance amending Chapter 2.12.020 (Wards) and 2.12.030 (Aldermanic Districts) of the Altoona Municipal Code to create Ward 17.

As you may recall, Ordinance 10B-21 was just passed earlier at this meeting to attach property to the City of Altoona from the Town of Washington pursuant to a direct annexation petition as submitted by Richard Golde. The property attachment resulted in a new voting ward to be formed since the subject property lies in a different state senate, state assembly, and county supervisory district than the parcel of City of Altoona to which it is directly contiguous. This ordinance creates and describes a new Ward 17 and places it into Aldermanic District 2.

Suggested motion: I move to approve/not approve Ordinance 10C-21, an ordinance amending Chapter 2.12.020 (Wards) and 2.12.030 (Aldermanic Districts) of the Altoona Municipal Code to create Ward 17.

ORDINANCE NO. 10C-21

An ordinance of the Altoona Common Council amending Chapter 2.12 of the Altoona Municipal Code “Wards and Aldermanic Districts” specifically Section 2.12.020 “Wards” and 2.12.030 “Aldermanic Districts” to add Ward 17 due to the Richard Golde Annexation as described in Ordinance 10B-21.

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

Section One:

That Section 2.12.020 “Wards” and 2.12.030 “Aldermanic Districts” be amended to add Ward 17

A copy of Chapter 2.12 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 14th day of October, 2021.

Brendan Pratt, Mayor

Cindy Bauer, City Clerk

Approved: _____

Published: _____

Adopted: _____

Chapter 2.12

WARDS AND ALDERMANIC DISTRICTS

Sections:

- 2.12.010 Common council representation.**
- 2.12.020 Wards.**
- 2.12.030 Aldermanic Districts.**

2.12.010 Common council representation.

There shall be one city councilperson from each aldermanic district, who shall serve for three-year terms commencing on the third Tuesday in the April following his/her election starting in 2022 (See Section 2.08.080 for election cycle). (Ord. 6B-21, 2021, 7N-91, 1991)

2.12.020 Wards.

A. As of January 10, 2019, October 14, 2021, the city shall be divided into sixteen seventeen wards as follows:

1. Ward 1. Ward 1 shall consist of that portion of the city consisting of the following Federal Census Blocks:

Block (400) 5006, 5009, 5010, 5011, 5015, 5016, 5017, 5018, 5019, 5020, 5021, 5022, 5023, 5024, 5025, 5026, 5027, 5028, 5029, 5030, 5032, 5033, 5034, 5035, 5036, 5038, 5045, 5046, 5047, 5048, 5049, 5050, 5051, 5053, 5054, 5055, 5056, 5059, 5060.

Block (302) 1049, 1050, 1052, 1056, 1058, 1059, 1060, 1061, 1062, 1063, 1065, 1066, 1069, 1070, 1133.

2. Ward 2. Ward 2 shall consist of that portion of the city consisting of the following Federal Census Blocks:

Block (400) 3032, 3033, 3034, 3046, 3050, 3051, 3052, 3053, 3054, 4000, 4001, 4002, 4003, 4004, 4005, 4006, 4007, 5037, 5044.

3. Ward 3. Ward 3 shall consist of that portion of the city consisting of the following Federal Census Blocks:

Block (400) 5039, 5040, 5041, 5042, 5043.

4. Ward 4. Ward 4 shall consist of that portion of the city consisting of the following Federal Census Blocks:

Block (400) 4009, 4011, 4013, 4014, 4028, 4029, 4030, 4031, 4032.

5. Ward 5. Ward 5 shall consist of that portion of the city consisting of the following Federal Census Blocks:

Block (400) 4008, 4010, 4012, 4015, 4016, 4017, 4018, 4019, 4026, 4027,

6. Ward 6. Ward 6 shall consist of that portion of the city consisting of the following Federal Census Blocks:

Block (400) 3002, 3003, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3022, 3023, 3024, 3025, 3026, 3027, 3028, 3029, 3030, 3031, 3036, 3037, 3044, 3045, 3047, 3048, 3049.

7. Ward 7. Ward 7 shall consist of that portion of the city consisting of the following Federal Census Blocks:

Block (400) 3014, 3015, 3016, 3017, 3018, 3019, 3020, 3021, 3038, 3039, 3040, 3041, 3042, 3043, 3055, 4020, 4021, 4022, 4023, 4024, 4025.

8. Ward 8. Ward 8 shall consist of that portion of the city consisting of the following Federal Census Blocks:

Block (400) 2000, 2001, 2002, 2003.

Block (302) 1067.

9. Ward 9. Ward 9 shall consist of that portion of the City consisting of the following Federal Census Blocks:

Block (400) 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2044, 2045, 2046, 2047.

10. Ward 10. Ward 10 shall consist of that portion of the City consisting of the following Federal census Blocks:

Block (400) 1041, 1045, 1046, 1047, 1051, 1052, 3000, 3001, 3035, 5002, 5003, 5004, 5008, 5052,

11. Ward 11. Ward 11 shall consist of that portion of the City consisting of the following Federal Census Blocks:

Block (400) 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1015, 1016, 1017, 1018, 1030, 1034, 1039, 1040, 1044, 1048, 1049, 1054, 1055, 1056.

12. Ward 12. Ward 12 shall consist of that portion of the City consisting of the following Federal Census Blocks (or portion thereof):

Block (400) 5001 [portion thereof]

13. Ward 13. Ward 13 shall consist of that portion of the City consisting of the following Federal Census Blocks (or portion thereof):

Block (302) 1165 [portion thereof]

14. Ward 14. Ward 14 shall consist of that portion of the City consisting of the following Federal Census Blocks (or portion thereof):

Block (302) 1074 [portion thereof] (Ord. 10B-15, part, 2015)

15. Ward 15. Ward 15 shall consist of that portion of the City consisting of the following Federal Census Blocks (or portion thereof):

Block (400) 5005 [portion thereof] (Ord. 11C-15, part, 2015)

16. Ward 16. Ward 16 shall consist of that portion of the City consisting of the following Federal Census Block (or portion thereof). (Ord 1A-19, 2019)

Block (4) 1051 [portion thereof]

17. Ward 17. Ward 17 shall consist of that portion of the City consisting of the following Federal Census Block (or portion thereof). (Ordinance 10C-21, 2021)

Block (550)(Census Tract 4.02), 4006 [portion thereof] (part Ord 10C-21, 2021).

B. When property is annexed to the city, it shall be included in the ward and aldermanic district as set forth in the annexation ordinance or subsequent city council ordinances or resolutions.

C. The polling places for the city shall be as designated by city council resolution, subject to the requirements of the Wisconsin Statutes.

D. The number of election officials shall be set by the city clerk, subject to the requirements of the Wisconsin Statutes.

Attached to the ordinance codified in this section and incorporated by reference herein, is a map of the city which illustrates the geographical locations of the above-described wards.

2.12.030 Aldermanic Districts.

As of the 2019 spring election, there shall be six aldermanic districts, which shall consist of the following:

A. Aldermanic District 1 shall consist of Ward Number 1, Ward Number 12, Ward Number 13, Ward Number 14 and Ward Number 16. (Ord. 1A-19, 2019 part, Ord 10B-15, 2015 part)

B. Aldermanic District 2 shall consist of Ward Number 2, ~~and~~ Ward Number 3, **and Ward Number 17.** (part Ord 10C-21, 2021)

C. Aldermanic District 3 shall consist of Ward Number 4 and Ward Number 5.

D. Aldermanic District 4 shall consist of Ward Number 6 and Ward Number 7.

E. Aldermanic District 5 shall consist of Ward Number 8 and Ward Number 9.

F. Aldermanic District 6 shall consist of Ward Number 10, Ward Number 11, and Ward Number 15.
(Ord 11C-15, part, 2015)

For purposes of this section, the wards referred to above shall be the wards described in Section 2.12.020 to be in effect on January 10, 2019. (Ord 1A-19, 2019, Ord 10B-15, 2015 part, 8A-11, 2011)