
THE CITY of *Altoona*

AGENDA FOR REGULAR COUNCIL MEETING ON THURSDAY, JANUARY 27, 2022
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 **January 27, 2022** meeting from your computer, tablet or smartphone via

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

WEBINAR ID: 885 4924 1132

WEBINAR PASSWORD: 090796

Or you can also dial in using your phone.

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

WEBINAR ID: 885 4924 1132

WEBINAR PASSWORD: 090796

*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.)
- V. Discuss/consider approval of minutes of the January 13, 2022 Regular Council Meeting.
- VI. REPORTS
 - A. City Officers/Department Heads
 - B. City Committees
- VII. CONSENT AGENDA

Addendum Added 1/25/22 **1. Discuss/consider approval of a Consent Agreement with Xcel Energy to allow construction of electrical service items within an existing City of Altoona easement located on outlots by Woodman's**

[To Summary and Materials>>](#)

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

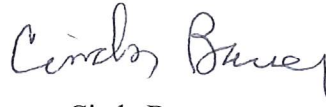
1. Discuss/consider a temporary amendment to City's sick leave policy to award an additional 40 hours of sick leave to permanent full-time employees that contract COVID-19.
[To Summary and Materials>>](#)
2. Discuss/consider convening in closed session pursuant to Wis. Stats 19.85 (1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

A. Union Pacific Railroad Property

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

X. MISCELLANEOUS BUSINESS AND COMMUNICATIONS

XI. ADJOURNMENT



Cindy Bauer
City Clerk

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

Speak Your Peace: The Civility Project

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

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

###



ZOOM INSTRUCTION GUIDE

WEBSITE and TELEPHONE

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

ZOOM MEETING INFORMATION:

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

MEETING ID: 885 4924 1132

Webinar Password: 090796

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

IMPORTANT INFORMATION

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

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



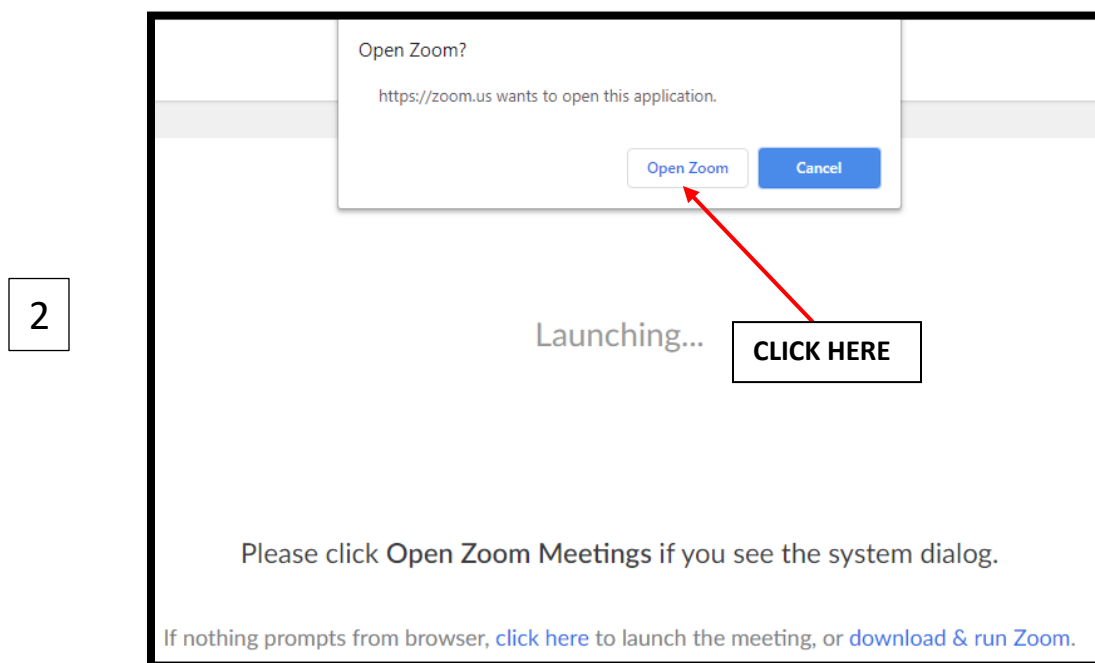
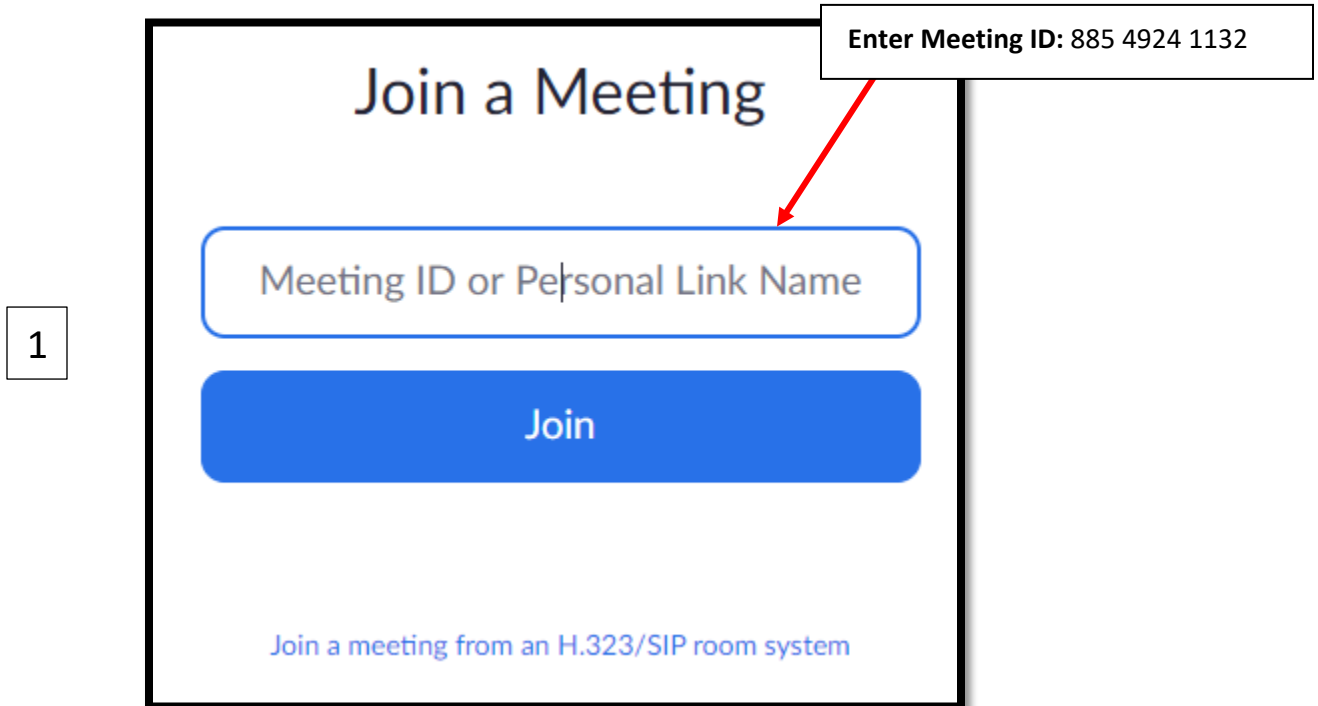
TO ACCESS VIA TELEPHONE:

1. Call phone number: 1-312-626-6799
2. Enter Meeting ID: 885 4924 1132
3. Enter webinar password: 090796# to confirm you are a participant and enter the meeting
4. To state a public comment, "raise hand": *9
(You will be called on in order received)



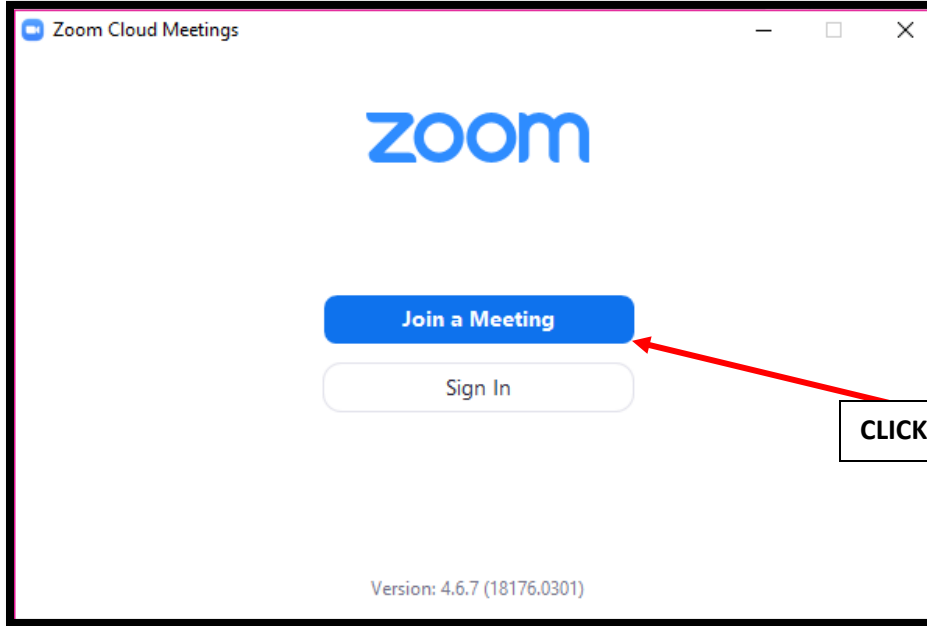
TO ACCESS VIA WEBSITE:

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

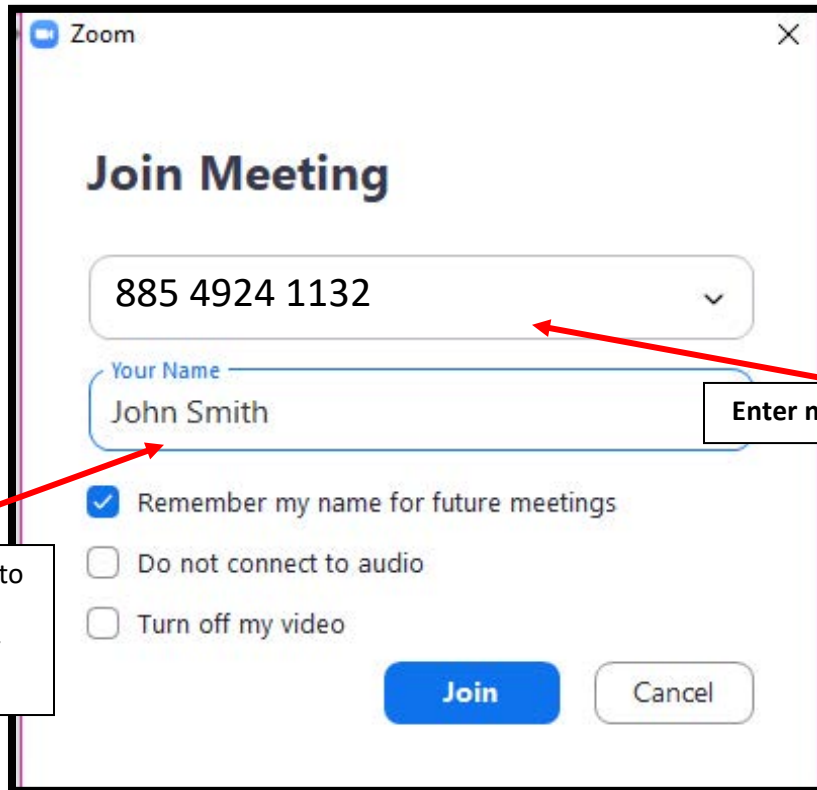




3



4



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

Enter meeting ID: 885 4924 1132

5. Enter webinar password on the next screen: 090796



5a

Computer Audio

Choose ONE of the audio conference options

Phone Call Computer Audio

Join with Computer Audio

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

Automatically join audio by computer when joining a meeting

CLICK HERE

5b

Phone Call

Choose ONE of the audio conference options

Phone Call Computer Audio

Dial:

1-312-626-6799

Meeting ID: 885 4924 1132

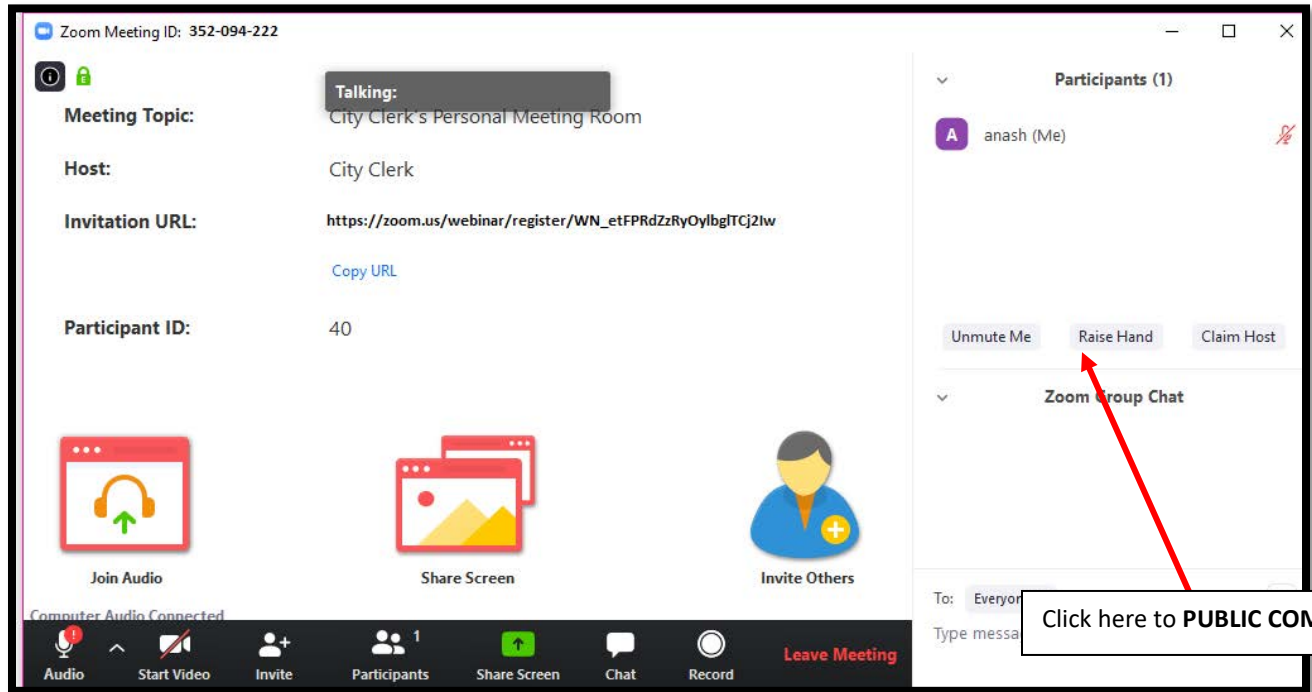
Meeting Password: 090796

Done

Call 1-312-626-6799



6



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

SEE WEBSITE LINKS BELOW FOR MORE TUTORIALS

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

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

https://www.youtube.com/embed/vFhAEoCF7jg?rel=0&autoplay=1&cc_load_policy=1

CITY OF ALTOONA, WI
REGULAR COUNCIL MEETING MINUTES
January 13, 2022

(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: Attorney John Behling, City Administrator Mike Golat, Assistant City Administrator Roy Atkinson, City Planner Joshua Clements, Fire Chief Mark Renderman, 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 Biren/Rowe to approve the minutes of the December 16, 2021, Regular Council Meeting. **Motion carried.**

(VI) City Officers/Department Heads Report

City Administrator Golat reported job opportunities within the Park & Rec. Dept. The city received three applicants for the City Planner Position. Croki curl activities will soon be taking place.

City Administrator Golat commented on the updated COVID guidelines.

Assistant City Administrator Roy Atkinson announced upcoming winter activities that will be taking place.

Mark Renderman gave an update on the Fire Department Activities service calls and commented on the new recruits in the Fire Department.

City Committee Reports – None.

(VII) Consent Agenda

The following Items were on the Consent Agenda.

- (1) Approval of an Agreement between the City of Altoona and Eau Claire County for Building Code Services.**
- (2) Discuss/consider renewal of a GIS Services Agreement with the West Central Wisconsin Regional Planning Commission.**
- (3) Discuss/consider approval of Resolution 1A-22, A Resolution establishing a Polling Place pursuant to Section 2.12.020 C. of the Altoona Municipal Code.**
- (4) Discuss/consider approval of Heather Richards as the new Agent for Kwik Trip Inc, DBA Kwik Trip #208, located at 2929 Meadowlark Ln, Altoona.**
- (5) Discuss/consider approval of Kelly Nesgooda as the new Agent for Kwik Trip Inc, DBA Kwik Trip #828, located at 2367 Spooner Ave, Altoona.**
- (6) Discuss/consider Mayoral Appointment of Hope Elliott to the Solis Circle Housing Committee.**

Motion by Biren/Rowe to approve consent agenda items 1, 2, 3, 4, 5 and 6. **Motion carried.**

(VIII) Unfinished Business – None.

(IX) New Business**(1) Discuss/consider Lot 39 Hwy 53 Lease Agreement between the City of Altoona and the Wisconsin Department of Transportation Northwest Region–Eau Claire.**

City Administrator Golat explained the updated Lease Agreement between the City and WisDOT for use of the Highway 53 right of way (ROW) in the northwest quadrant of River Prairie referred to as lot 39. The city has an existing lease agreement in place with WisDOT to occupy the ROW for parking and access to the Eau Claire River. The updated lease agreement allows the city to also use the ROW for painting a mural on the bridge abutment, storing materials in the ROW and allowing a bump out in the ROW in connection with the Veterans Tribute Trail.

Motion by Rowe/Stuber to approve the Lot 39 Hwy 53 Lease Agreement between the City of Altoona and the Wisconsin Department of Transportation Northwest Region–Eau Claire. **Motion carried.**

(IX)(2) Discuss/consider Lot 41 Hwy 53 Lease Agreement between the City of Altoona and the Wisconsin Department of Transportation Northwest Region–Eau Claire.

City Administrator Golat explained the updated Lease Agreement between the City of Altoona and WisDOT for use of Highway 53 in the southwest quadrant of River Prairie referred to as lot 41; this lot is near the oral surgeon's office. The city has an existing lease agreement in place with WisDOT to occupy the ROW for trail use. The updated lease agreement simply updates the term of the agreement consistent with the lease agreement for lot 39.

Motion by Biren/Stuber to approve the Lot 41 Hwy 53 lease agreement between the City and the Wisconsin Department of Transportation Northwest Region–Eau Claire. **Motion carried.**

(IX)(3) Presentation on 2021 Annual Development Report.

City Planner Joshua Clements presented the 2021 Annual Development Report. Clements reported that Altoona continues to experience historic levels of residential growth and investment. A total of 227 dwelling permits were issued in 2021, down slightly from the historically high rate of 264 issued in 2020. The pace is far greater than previous highs of 182 in 2019, 158 in 2016 and 149 in 2014. Overall, the city has added approximately 38.4 percent of the total permitted dwellings in the entire City since 2001, and 31.9% since 2010. Many of the structures permitted in 2021 are in the construction process and not yet occupied. Council Members were provided with Staff Report 22-01A which briefly describes recent development trends with focus on residential uses, and corresponding changes in population and equalized property value

(IX)(4) Discuss/consider Federal Emergency Management Administration Assistance to Firefighter Grant Program grant application and potential match.

Fire Chief Renderman explained that the Altoona Fire & Rescue Department is in need of replacing three thermal imaging cameras and two gas meters that are no longer supported or have limited support by the manufacturer. One thermal imaging camera is more than 20 years old and the remaining two are 13 years old. Our gas meters are 16 years old making it difficult to find parts and replace sensors. When responding to fire and other emergencies we utilize thermal imaging equipment to locate fire within walls. Floors, ceiling, and other closed spaces. Gas meters are used to determine the level of toxins and flammable gases in the air following fires and during gas or chemical leaks.

Fire Chief Renderman is asking for authorization from the council to submit a grant request for up to \$50,000.00 to the Federal Emergency Management Administration Assistance to Firefighter Grant that closes on January 21st. This grant would be for three gas meters with a calibration kit and 10 thermal imaging cameras. One gas meter for the two first out engines and a squad and two gas meters for each fire apparatus allowing the primary and the backup team to be equipped. If successfully awarded the grant, there would be a match of up to 20% from the city.

Motion by Rowe/Lima to approve the submission of the Federal Emergency Management Administration Assistance to Firefighter Grant Program application and potential match. **Motion carried.**

(IX)(5) Discuss/consider Energy Innovation Grant Program application and potential grant match for installing a solar array at Solis Circle.

City Administrator Golat explained that attached for Council review are materials provided by Next Step

Energy that provide a cost estimate and specifications for installing a solar array on Solis Circle. The proposed project is installation of a 55.2 kW DC array with 40 kW nameplate capacity. Next Step provided two options based on different quality of solar panels as follows:

55.2 kW DC array with 40 kW AC nameplate

\$110,400.00 @ \$2.00/watt with standard Jinko 400W Eagle G2 panels as cost/design basis

\$129,720.00 @ 2.35/watt with premium REC 400W Alpha Pure panels as cost/design basis

The project is anticipated to account for approximately 50% of the energy use for Solis Circle, resulting in an annual savings of approximately \$8,000 per year or \$200,000 over a 25-year period, which is the expected life cycle and warranty period of the solar panels.

Staff would like to apply for a Wisconsin Energy Innovation Grant to cover a portion of the cost of the project and is recommending the \$129,720 project as the panels specified for this alternative are superior to the other \$110,400 option. The primary difference between the two products is that the cheaper panels are expected to degrade in efficiency by 17% over 25 years while the premium option only is expected to degrade by 9%. The application materials note that applications that commit to a match, while not required, will be looked at more favorably. Therefore, staff is requesting direction from Council to apply for the grant and to commit to a grant match of \$30,000; there is enough money in the Solis Circle segregated account to cover the grant match or we may be able to use ARPA funds.

Motion by Lima/Stuber to approve submitting an Energy Innovation grant application for installing a solar array on Solis Circle and committing to a \$30,000 grant match for the project to be taken out of the Solis Circle segregated account. **Motion carried.**

(IX)(6) Discuss/consider initiating a petition to detach City-owned property (the Volkman property) from the Fall Creek School District and attach it to the School District of Altoona.

City Administrator Golat explained that the property purchased by the City from the Volkman at the intersection of Highway 12 and County Highway SS is in the Fall Creek school district. Staff believes, given its proximity to the City of Altoona, it makes much more sense for future residents of the subject property to attend Altoona schools. Therefore, City staff is requesting permission from Council to initiate a petition to detach the subject property from the Fall Creek School District and attach it to the School District of Altoona. The procedure for detachment is described in Wisconsin Statutes 117.12 (Detachment and attachment of small territory initiated by owner). It appears that the detachment request would need to be approved by both the Fall Creek and Altoona School Boards.

Motion by Rowe/Lima to direct City staff to initiate a petition to detach City-owned property (the Volkman property) from the Fall Creek School District and attach it to the School District of Altoona. **Motion carried.**

(IX)(7) Discuss/consider convening in closed session pursuant to Wis. Stats 19.85 (1)(e).

A. Presentation by city staff and attorney regarding potential boundary agreement with the Town of Washington.

Motion by Biren/Lima to convene in closed session at 7:30 p.m. pursuant to Wis. Stats 19.85 (1)(e). Roll call vote, 6-ayes, Stuber, Lima, Guzman, Biren, Sexton, Rowe, 0-nays. **Motion carried 6-0.**

(IX)(8) Motion to reconvene to Open Session.

Motion by Rowe/Guzman to reconvene in open session at 8:12 p.m. Roll call vote, 6-ayes, Biren, Rowe, Stuber, Sexton, Lima, Guzman, 0-nays. **Motion carried 6-0.**

City Administrator Golat commented that Council discussed the process for a potential boundary agreement with the Town of Washington. No action taken out of closed session.

(X) Miscellaneous Business and Communication.

Clerk Bauer noted that there will be a Spring Primary Election in the City of Altoona on February 15, 2022, however, the only area that this affects are those properties located in the Eau Claire School Dist, Ward 1.

(XI) Adjournment.

Motion by Sexton/Lima to adjourn at 8:15 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, JANUARY 27, 2022** Council Meeting Items

Provided below for your consideration is a summary of the **THURSDAY, JANUARY 27** Council Meeting agenda items.

(VII) CONSENT AGENDA

ITEM 1 - Discuss/consider approval of a Consent Agreement with Xcel Energy to allow construction of electrical service items within an existing City of Altoona easement located on outlots by Woodman's.

Attached for your consideration is an agreement granting approval of electrical service installation within an existing easement held by the City of Altoona. The existing easement is 40 feet wide along the northern perimeter of lots adjacent to Woodman's, and is occupied by the City's water main. Approval of the agreement would permit cohabitation by Xcel Energy electrical lines.

Staff has reviewed the request and does not believe cohabitation poses a problem to our continued use of water distribution facilities. The agreement includes language that requires Xcel Energy to move their facilities at no cost in the event the City needs to maintain or replace our water distribution items.

A copy of the CSM noting our easement, the Consent Agreement, and a sketch showing the proposed Xcel Energy items are attached for your review.

Suggested Motion: I move to approve/not approve the Consent Agreement with Xcel Energy, and authorize the Mayor to sign on the City's behalf. *(If removed from the consent agenda, then the individual motions are necessary, otherwise one single motion to approve all Consent Agenda items.)*

Overall Suggested motion: I move to approve/not approve Consent Agenda Item 1.

CONSENT AGREEMENT

THIS CONSENT AGREEMENT (the "Agreement") is executed as of this _____ day of _____, 202__, by and between Northern States Power Company, a Wisconsin corporation ("NSPW"), and the City of Altoona, Wisconsin, a municipal corporation ("Altoona"). NSPW and Altoona are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Altoona is the holder of a certain non-exclusive easement (the "Altoona Easement") referenced on Certified Survey Map No. 2583, in the City of Altoona, County of Eau Claire, State of Wisconsin, recorded in the Office of the Register of Deeds for Eau Claire County, Wisconsin, on July 2, 2008, as Document No. 993665 (collectively, the "Property"), which was granted to Altoona for public utilities; and

WHEREAS, the Altoona Easement affects a portion of the Property 40 feet in width (the "Altoona Easement Area"); and

WHEREAS, NSPW is acquiring an easement entirely within the Altoona Easement Area from the owners of the Property for the purpose of constructing, operating, and maintaining an electric line and appurtenances (collectively, the "Electric Facilities"), copies of which are attached hereto and incorporated herein as Exhibit A (collectively, the "NSPW Easement"); and

WHEREAS, the portion of the Property subject to the NSPW Easement is hereinafter referred to as the "NSPW Easement Area"; and

WHEREAS, the legal description of the NSPW Easement Area is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, Altoona consents to NSPW's construction, operation, and maintenance of the Electric Facilities in the Altoona Easement Area, pursuant to the terms of the NSPW Easement, subject to certain conditions.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consent to Electric Facilities. Altoona consents to NSPW's construction, operation, and maintenance of the Electric Facilities in the Altoona Easement Area and the NSPW Easement that overlaps the Altoona Easement Area.

2. Cooperation. Altoona will reasonably cooperate with NSPW with respect to construction, operation, maintenance, and removal of the Electric Facilities located on and/or in the Altoona Easement Area.

3. Damages. NSPW will notify Altoona immediately in the event any damages are caused by NSPW or a NSPW contractor, or other agent, to the Altoona Easement Area or to the

Altoona Facilities, as defined below. NSPW will repair the damage, at its expense. In the event that it is necessary for Altoona to make emergency repairs due to damage caused by NSPW or a NSPW contractor or other agent, or a failure to comply with this Agreement, NSPW will reimburse Altoona for its reasonable expenses upon receipt of Altoona's invoice. This does not limit other damages or remedies that may be available to Altoona.

4. Altoona's Existing Facilities. As of the date of this Agreement, Altoona has existing utility facilities in the Altoona Easement Area (collectively, the "Altoona Facilities"). If Altoona performs maintenance on, or repairs to, or replaces, the Altoona Facilities, at the reasonable request of Altoona, NSPW shall, at its sole cost, hold, move out of the way, and/or de-energize the Electric Facilities. Once the maintenance, repairs, or replacements are completed, NSPW may relocate the Electric Facilities back in the same location as they were prior to the maintenance, repairs, or replacements, or in another location within the NSPW Easement Area, and re-energize the Electric Facilities.

If as a result of the presence of the Electric Facilities Altoona incurs additional costs in the maintenance of the Altoona Facilities, NSPW will be responsible for the additional costs, provided that the additional costs are commercially reasonable, and provided that prior to incurring the additional costs Altoona notifies NSPW of same.

5. Notice. All notices given or permitted to be given hereunder shall be in writing. Notice is considered given either (i) when delivered in person to the recipient named below, (ii) upon receipt after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, return receipt requested or certified mail, addressed by name and address to the Party or person intended, (iii) twenty-four (24) hours from proper and timely delivery to an overnight courier service, or (iv) upon acknowledgement of receipt by email, addressed by name and address to the Party or person intended as follows:

FOR NSPW:

Northern States Power Company, a Wisconsin corporation
Siting and Land Rights
Eau Claire Office
1414 W. Hamilton Avenue
P.O. Box 8
Eau Claire, WI 54702-0008

With a copy to:

Northern States Power Company, a Wisconsin corporation
Legal Department
414 Nicollet, Fifth Floor
Minneapolis, MN 55401

FOR ALTOONA:

City of Altoona

Attn.: _____

1303 Lynn Avenue

Altoona, WI 54720

Either Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both. Notices given before actual receipt or notice of change shall not be invalidated by the change.

6. Miscellaneous.

a. Authority. The Parties represent that they have the requisite power and authority to enter into and carry out all of the terms of this Agreement, including, but not limited to, the execution and delivery of this Agreement, and the individual signator hereto has full authority to bind NSPW and Altoona, respectively.

b. Amendment. This Agreement may be amended, supplemented, or modified only by a written instrument duly executed by or on behalf of each Party hereto.

c. Entire Agreement. This Agreement and the attached Exhibits supersede all prior discussions, representations, warranties, and agreements, both written and oral, among the Parties with respect to the subject matter hereof, and contain the sole and entire agreement among the Parties with respect to the subject matter hereof. The Parties hereto shall at all times hereafter execute any documents and do any further acts which may be reasonably necessary or desirable to carry out the purposes of this Agreement and to give full force and effect to each and all of the provisions hereof.

d. Waiver. No delay or omission by any Party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a Party of any of the obligations of the other Party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

e. Recitals; Headings; Interpretation. The above recitals are fully incorporated in the terms of this Agreement. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof. The Parties acknowledge their mutual participation in the drafting of this Agreement and its terms shall not be construed more strictly against one Party or the other as the author of the document.

f. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future laws, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such

illegal, invalid, or unenforceable provision had never comprised a part hereof, and (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

g. Successors and Assigns. All provisions of this Agreement, including the benefits and burdens, shall be deemed to run with title to the Property and shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto as fully as upon themselves. NSPW shall be permitted to assign this Agreement without the prior written consent of Altoona, provided that the assignee shall assume and be subject to all of the obligations, covenants, and conditions applicable to NSPW under this Agreement.

h. Governing Law. This Agreement shall be interpreted under the laws of the State of Wisconsin. Eau Claire County, Wisconsin shall be considered the proper forum or jurisdiction for any disputes arising in connection with this Agreement.

i. Counterparts; Delivery. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Party; it being understood that not all Parties need sign the same counterpart. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of an original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed their original signatures for all purposes.

Counterpart signature pages follow.

COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Northern States Power Company, a Wisconsin corporation

By: _____
Sarah B. Schwartz, Manager
Siting & Land Rights
Xcel Energy Services, Inc.
An Authorized Agent for
Northern States Power Company,
a Wisconsin corporation

STATE OF WISCONSIN)
 (SS
COUNTY OF EAU CLAIRE)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by Sarah B. Schwartz, Authorized Agent for Northern States Power Company, a Wisconsin corporation, on behalf of the corporation.

Notary Public, State of Wisconsin
My commission expires: _____

COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

City of Altoona, a municipal corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
(SS
COUNTY OF EAU CLAIRE)

Personally came before me, this ____ day of _____, 202____, the above
_____ and _____ to me known
to be the _____ and
_____ of the City of Altoona and acknowledged that they
executed the foregoing instrument in said capacity, by its authority.

Notary Public, State of Wisconsin
My commission expires: _____

EXHIBIT A

NSPW EASEMENT

Attached

**ELECTRIC UNDERGROUND
DISTRIBUTION EASEMENT**

Name: 23030 N. Quentin Road, LLC and OLH. LLC, each to an undivided 50% interest, as tenants in common

The undersigned, hereinafter referred to as "Grantor", hereby grants to Northern States Power Company, a Wisconsin corporation, hereinafter referred to as "NSP", this Electrical Underground Distribution Easement ("Easement") as set forth below.

RECITALS

A. Grantor owns real property in Eau Claire County, Wisconsin described as follows:

Lot One (1) of Certified Survey Map No. 3698 recorded in the office of the Register of Deeds for Eau Claire County, Wisconsin on September 03, 2021, in Volume 21 of CSM, Page 131 as Document No. 1219075, being a redivision of Lot 4 of Certified Survey Map No. 3002 recorded in the office of the Register of Deeds for Eau Claire County, Wisconsin on August 27, 2014, in Volume 17, Page 8 as Document No. 1104217, being a redivision of Lot 4 of Certified Survey Map No. 2583 in Volume 14 of CSM, Page 185, in the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4, the Southwest 1/4 of the Southeast 1/4 of Section 15 and the Northwest 1/4 of the Northeast 1/4 of Section 22, all being in Township 27 North, Range 9 West, in the City of Altoona, Eau Claire County, Wisconsin

(the "Property")

B. NSP wishes to locate within the Property the facilities described as follows:

The necessary cables, wires, supports, conduits, vaults, pedestals, manholes, fixtures, devices, and other facilities and appurtenances necessary for the purposes of conducting electric energy, light, and communication impulses.

(the "Facilities")

C. Grantor agrees to grant to NSP, its successors and assigns, the right, privilege and easement to construct, operate, maintain, use, rebuild or remove the Facilities over, under and upon the following described portion of the Property:

Except for the rights of access, the rights granted herein shall be limited to the northerly 30 feet of the westerly 80 feet of the above described Property.

(the "Easement Area")

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to NSP a perpetual, non-exclusive easement to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, mark, improve, enlarge, and maintain the Facilities described above within the Easement Area. Grantor also grants to NSP the full right and authority to (1) reasonably access the Easement Area and the Facilities over and across the Property for the purpose of maintaining, replacing and constructing the Facilities; (2) the reasonable temporary use by NSP of the Property adjacent to the Easement Area during construction, repair or replacement of the Facilities; and (3) cut, remove, prune or otherwise control, all trees, brush and other vegetation on or overhanging the Easement Area. Grantor agrees that it will not perform any act on the Easement Area which will interfere with or endanger the Facilities. Grantor shall not locate any structure or obstruction, nor plant any trees, shrubs, bushes or plants of any kind, nor change the ground elevation within the Easement Area without the express written consent of NSP.

1224768

TINA K. POMMIER
EAU CLAIRE COUNTY WI
REGISTER OF DEEDS
RECORDED ON
12/14/2021 03:03 PM
REC FEE: 30.00
TRANS FEE:
EXEMPT #:
PAGES: 3

This document was electronically
recorded and returned to submitter

RETURN TO:

Dawn Schultz
3005 S Lexington Blvd
Eau Claire WI 54701

PIN: part of 18201-2-270915-430-9002

After installation of the Facilities or after the exercise of any of the rights granted herein, NSP agrees to restore the Property and the Easement Area to as near their original condition as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from the use of the Property and the Easement Area.

Grantor covenants with NSP, its successors and assigns, that Grantor is the owner of the above described Property and has the right to sell and convey an easement in the manner and form aforesaid.

Grantor agrees to execute and deliver to NSP, at NSP's cost, without additional compensation, any additional documents needed to correct the legal description of the Easement Area to conform to the right of way actually occupied by the Facilities.

It is mutually understood and agreed that this instrument covers all agreements and stipulations between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

The rights granted herein may be exercised at any time subsequent to the execution of this document and said rights shall continue until such time as NSP, its successors and assigns have notified Grantor, its successors or assigns, that NSP has abandoned and relinquishes its easement rights. Following such notification by NSP, Grantor, its successors or assigns may require by written notification that NSP remove all of its Facilities from the Easement Area at NSP's expense, or if no notification is given, then NSP may decide to abandon such Facilities in place. NSP shall deliver a recordable release of easement to be recorded at the expense of Grantor or its successor or assigns..

All provisions of this Easement, including the benefits and burdens, shall be deemed to run with title to the Property and shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto as fully as upon themselves.

IN WITNESS WHEREOF, Grantor has executed this Easement as of this 3rd day of December, 2021.

Grantor: 23030 N Quentin Road, LLC

Fred S Jacques
By: Fred Jacques
Its: Member

STATE OF Wisconsin)
) ss.
COUNTY OF Winnebago)

Personally came before me, this 3rd day of December, 2021 the above named Fred Jacques to me known to be the Member of said corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.



Traci Sorensen
Name: Traci Sorensen
Notary Public, State of Wisconsin
My Commission Expires: 7/17/25

IN WITNESS WHEREOF, Grantor has executed this Easement as of this 3rd day of December, 2021

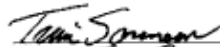
Grantor: OLH, LLC


By: Andy Dumke
Its: Member

STATE OF Wisconsin)
) ss.
COUNTY OF Winnebago)

Personally came before me, this 3rd day of December, 2021, the above named Andy Dumke to me known to be the member of said corporation and acknowledged that they executed the foregoing instrument as ~~sach~~ officers as the deed of said corporation, by its authority.




Name: Traci Sorensen
Notary Public, State of Wisconsin
My Commission Expires: 7/17/25

This instrument drafted by: Dawn Schultz, an employee of Xcel Energy Services Inc.

**ELECTRIC UNDERGROUND
DISTRIBUTION EASEMENT**

This Easement Agreement ("*Easement*") is made between JELIVANN Waukesha LLC ("*Grantor*") and Northern States Power Company, a Wisconsin corporation ("*Grantee*").

RECITALS

- A. Grantor owns real property in Eau Claire County, Wisconsin described as follows (the "*Property*"):

LOT TWO (2) OF CERTIFIED SURVEY MAP NO. 3698, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR EAU CLAIRE COUNTY, WISCONSIN ON SEPTEMBER 3, 2021 IN VOLUME 21 OF CERTIFIED SURVEY MAPS, PAGE 131, AS DOCUMENT NO. 1219075, IN THE CITY OF ALTOONA, EAU CLAIRE COUNTY, WISCONSIN.

- B. The purpose of this Easement is to give Grantee the right locate within the Easement Area (defined below) the necessary underground cables, wires, supports, conduits, vaults, pedestals, manholes, fixtures, devices, and other facilities and appurtenances necessary for the purpose of conducting electric energy, light, and communication impulses (the "*Facilities*").
- C. Grantor agrees to grant to Grantee, its successors and assigns, the right, privilege, and easement to construct, operate, maintain, use, rebuild, or remove the Facilities over, under, and upon the easement area described on the attached **Exhibit A** (the "*Easement Area*").

AGREEMENT

In consideration of the foregoing Recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1224769

TINA K. POMMIER
EAU CLAIRE COUNTY WI
REGISTER OF DEEDS
RECORDED ON
12/14/2021 03:03 PM
REC FEE: 30.00
TRANS FEE:
EXEMPT #:
PAGES: 6

This document was electronically recorded and returned to submitter

Recording Area

Name and Return Address:
Dawn Schultz
3005 S Lexington Blvd
Eau Claire, WI 54701

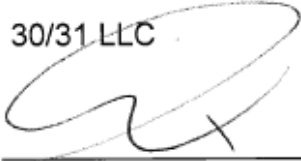
18201-2-270915-430-9002
Parcel Identification Number (PIN):

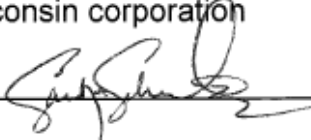
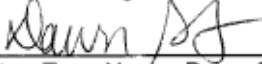
1. **Grant.** Grantor hereby grants to Grantee a perpetual, non-exclusive easement to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, improve, enlarge, and maintain the Facilities described above within the Easement Area. Grantor hereby further grants to Grantee the following rights.
 - a. Grantee may reasonably access the Easement Area and the Facilities over and across the Property for the purpose of maintaining, replacing, and constructing the Facilities. Grantee must give prior notice to Grantor (except in cases of emergency) of its intent to enter the Property, and must minimize any disruption to Grantor's business in each case.
 - b. Grantee may use—reasonably and temporarily—the ten (10) feet of the Property adjacent to the Easement Area (the "*Adjacent Property*") only during construction, repair, or replacement of the Facilities. Grantee must give Grantor prior notice of the anticipated length of time that Grantee intends to use the Adjacent Property.
 - c. Grantee may cut, remove, prune, or otherwise control all trees, brush, and other vegetation on or overhanging the Easement Area (subject to restoration, as described in *Section 2* and *Section 3* below).
2. **Restrictions.** Grantee accepts these rights subject to the existing condition of the Property, as to which Grantor makes no representation or warranty. Grantor will not perform any act on the Easement Area that will interfere with or endanger the Facilities except for any Approved Improvements (defined below). Grantor will not: (a) locate any structure within the Easement Area; (b) plant any trees, shrubs, bushes, or plants of any kind within the Easement Area; nor (c) change the ground elevation within the Easement Area by more than one (1) foot in each case without the express written consent of Grantee. "*Approved Improvements*" means any existing improvements on the Property as of the date that this Easement is executed, including, without limitation, existing asphalt paving, concrete curbs, and landscaping; provided, however, that Grantor must obtain Grantee's prior written consent to change or reconfigure any Approved Improvements within the Easement Area, which consent may not be unreasonably withheld, conditioned, or delayed. If Grantee cuts, removes, prunes, or otherwise controls any

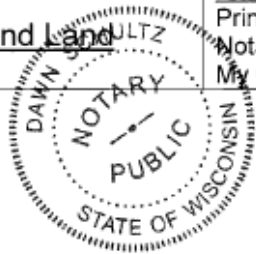
landscaping that is part of the Approved Improvements, then Grantee must either restore it or replace it with landscaping acceptable to Grantor and to any local governmental authority with jurisdiction over the Property.

3. **Restoration.** After installation of the Facilities or after the exercise of any of the rights granted herein, Grantee will restore the Property and the Easement Area to as near their original condition as is reasonably possible (including Approved Improvements) and remove all debris, spoils, and equipment resulting from Grantee's use of the Property and the Easement Area.
4. **Ownership.** Grantor represents to Grantee that Grantor is the owner of the above-described Property and has the right to sell and convey an easement in the manner and form aforesaid, subject to the consent of its mortgage lender, Woodman's Food Markets, Inc., which consent appears below.
5. **Integration.** It is mutually understood and agreed that this instrument covers all agreements and stipulations between Grantor and Grantee and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.
6. **Abandonment.** The rights granted herein may be exercised at any time subsequent to the execution of this document and said rights shall continue, with respect to any Grantee, until such time any Grantee has notified Grantor that such Grantee has abandoned and relinquishes its easement rights. Following such notification by a Grantee, Grantor, its successors or assigns may require by written notification that Grantee remove all of its Facilities from the Easement Area at Grantee's expense, or if no notification is given, then Grantee may decide to abandon such Facilities in place. Grantee shall deliver a recordable release of easement to be recorded at the expense of Grantor or its successor or assigns.
7. **Covenants.** All provisions of this Easement, including the benefits and burdens, shall be deemed to run with title to the Property and shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto as fully as upon themselves.
8. **Notices.** Grantee will give any notices required under this Easement via email to bret@ravenmgmt.com, or to such other email address as Grantor may give Grantee in the future.

9. **Counterparts.** This Easement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument.

GRANTOR:	STATE OF WISCONSIN)
JELIVANN Waukesha LLC) ss.
By: 30/31 LLC	COUNTY OF DANE)
By: 	Personally came before me this <u>7th</u> day of December 2021, the above named Bret Backus, to me known to be the person who executed the foregoing instrument and acknowledged the same.
Name: <u>Bret Backus</u>	Print or Type Name: <u>Tammy Hilgers</u>
Title: <u>Sole Member</u>	Notary Public, State of Wisconsin
	My Commission: <u>2/5/2022</u>

GRANTEE:	STATE OF <u>Wisconsin</u>)
Northern States Power Company, a Wisconsin corporation) ss.
By: 	COUNTY OF <u>Eau Claire</u>)
Name: <u>Sarah B. Schwartz</u>	Personally came before me this <u>14</u> day of <u>December</u> , 2021, the above named Sarah B. Schwartz, to me known to be the person who executed the foregoing instrument and acknowledged the same.
Title: <u>Manager, Siting and Land Rights</u>	
	Print or Type Name: <u>Dawn Schultz</u>
	Notary Public, State of Wisconsin
	My Commission:



DAWN SCHULTZ
 NOTARY PUBLIC - STATE OF WISCONSIN
 My commission expires 2/5/2025

CONSENT OF MORTGAGEE

The undersigned mortgagee does hereby consent to this grant of easement and does hereby subordinate, and declare to be at all times subordinate and inferior, the interest of the mortgagee to the easement interest of Grantee as more fully set forth in this easement.

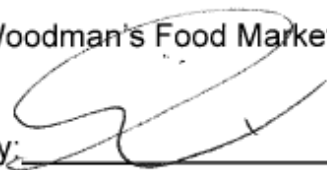
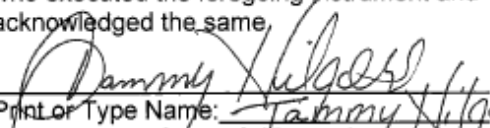
MORTGAGEE: Woodman's Food Market, Inc. By:  Name: <u>Bret Backus</u> Title: <u>Vice President – Real Estate</u>	STATE OF WISCONSIN)) ss. COUNTY OF DANE) Personally came before me this <u>7th</u> day of December 2021, the above named Bret Backus, to me known to be the person who executed the foregoing instrument and acknowledged the same.  Print or Type Name: <u>Tammy Hilgers</u> Notary Public, State of Wisconsin My Commission: <u>2/5/2022</u>
---	--



EXHIBIT A—EASEMENT AREA

THE NORTHERLY 10 FEET OF LOT TWO (2) OF CERTIFIED SURVEY MAP NO. 3698, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR EAU CLAIRE COUNTY, WISCONSIN ON SEPTEMBER 3, 2021 IN VOLUME 21 OF CERTIFIED SURVEY MAPS, PAGE 131, AS DOCUMENT NO. 1219075, IN THE CITY OF ALTOONA, EAU CLAIRE COUNTY, WISCONSIN.

Drafted by Dawn Schultz, an employee of Xcel Energy Services, Inc.

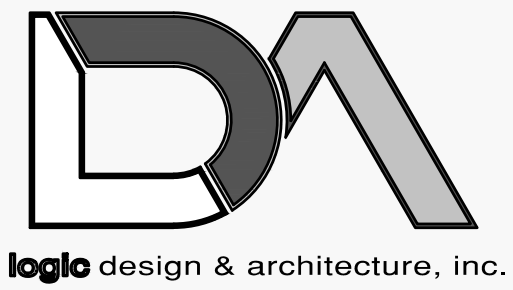
EXHIBIT B

NSPW EASEMENT AREA LEGAL DESCRIPTION

The northerly 30 feet of the westerly 80 feet of Lot One (1) of Certified Survey Map No. 3698 recorded in the office of the Register of Deeds for Eau Claire County, Wisconsin on September 03, 2021, in Volume 21 of CSM, Page 131 as Document No. 1219075, being a redivision of Lot 4 of Certified Survey Map No. 3002 recorded in the office of the Register of Deeds for Eau Claire County, Wisconsin on August 27, 2014, in Volume 17, Page 8 as Document No. 1104217, being a redivision of Lot 4 of Certified Survey Map No. 2583 in Volume 14 of CSM, Page 185, in the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 15 and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 22, all being in Township 27 North, Range 9 West, in the City of Altoona, Eau Claire County, Wisconsin

AND

The northerly 10 feet of Lot Two (2) of Certified Survey Map No. 3698 recorded in the office of the Register of Deeds for Eau Claire County, Wisconsin on September 03, 2021 in Volume 21 of Certified Survey Maps, Page 131 as Document No. 1219075, in the City of Altoona, Eau Claire County, Wisconsin



Project Manager: WBM
Job Number: 21-012

Additional Info

Project Name

PROPOSED OUTLOT
HIGHWAY 53 & RIVER PRAIRIE ROAD,
ALTOONA, WI 54720

Dates/Revisions

07/16/2021	PLAN COMMISSION SUBMITTAL	
08/18/2021	PERMIT SET	
09/03/2021	REV #1	△
-	-	-
-	-	-

Drawing Title

SITE
DIMENSIONAL &
PAVING PLAN

C-4

COPYRIGHT LOGO DESIGN & ARCHITECTURE, INC. (LDA), 2020. ALL RIGHTS RESERVED. THIS DRAWING IS NOT TO BE REPRODUCED, CHANGED, COPIED OR ASSIGNED TO ANY THIRD PARTY IN ANY FORM OR MANNER WITHOUT FIRST OBTAINING THE EXPRESSED WRITTEN PERMISSION OF LDA. THE CLIENT AGREES TO INDEMNIFY AND HOLD THE DESIGNER/ARCHITECTS/CORP. HARMLESS FROM ANY DAMAGES, LIABILITY, OR COST, INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE ARISING FROM ANY CHANGES OR ALTERATIONS MADE BY ANYONE OTHER THAN THE LDA, OR FROM ANY REUSE OF THE DRAWINGS OR DATA WITHOUT THE PRIOR WRITTEN CONSENT OF LDA.

LEGEND

	LIGHT DUTY ASPHALT PAVEMENT - 1" - 1 1/2" CRUSHED AGGREGATE TB - 3" HMA PAVEMENT (2 LFTS) - 2" BINDER COARSE - 3 LT 58-28.5 - 1" SURFACE COARSE - 5 LT 58-28.5
	HEAVY DUTY ASPHALT PAVEMENT - 1 1/2" - 1 3/4" CRUSHED AGGREGATE TB - 4" HMA PAVEMENT (2 LFTS) - 2" BINDER COARSE - 3 LT 58-28.5 - 1 1/2" SURFACE COARSE - 5 LT 58-28.5
	CONCRETE PAVEMENT - 6" CONCRETE SLAB WITH 6 x 6 - W2.9 x W2.9 W.W.M. - 4" MIN. - 1 1/2" CRUSHED AGGREGATE TB
	CONCRETE SIDEWALK - 5" CONCRETE SIDEWALK - 4" - 1 1/2" CRUSHED AGGREGATE TB
	4" SOLID WHITE STRIPE
	4" DIAGONAL AT 45° SPACED 2" O.C.
	ADA PARKING STALL SIGNAGE WITH BOLLARD (SEE DETAIL)
	18" CURB & GUTTER (SEE DETAIL)
	18" REVERSE PITCH CURB & GUTTER (SEE DETAIL)
	ADA STALL INSIGNIA
	INTEGRAL CURB AND GUTTER (SEE DETAIL)
	BOLLARD
	WHEEL STOP
	ADA COMPLIANT RAMP, TAPER CURB HEAD AND INSTALL TRUNCATED DOMES
	PARKING COUNT (FOR INFORMATION ONLY, NOT TO BE PAINTED)

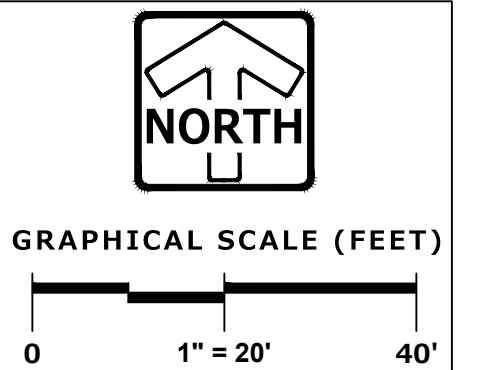
SITE DATA

SITE AREA:	1.12 AC
DISTURBANCE LIMITS:	1.12 AC
BUILDING AREA:	6,200 SF
PROPOSED CAR PARKING SPACES:	54 SPACES (3 A.D.A.)
GRASS AREA:	0.25 AC
TOTAL IMPERVIOUS AREA:	0.87 AC
GREEN SPACE (%):	22%

CONTRACTOR RESPONSIBILITY: SEE ADDITIONAL CONSTRUCTION NOTES LOCATED ON SHEET C-2

LANDLORD GENERAL CONTRACTOR TO PROVIDE POLES AND TENANT GENERAL CONTRACTOR TO PROVIDE SIGNAGE FOR ALL SIGNS

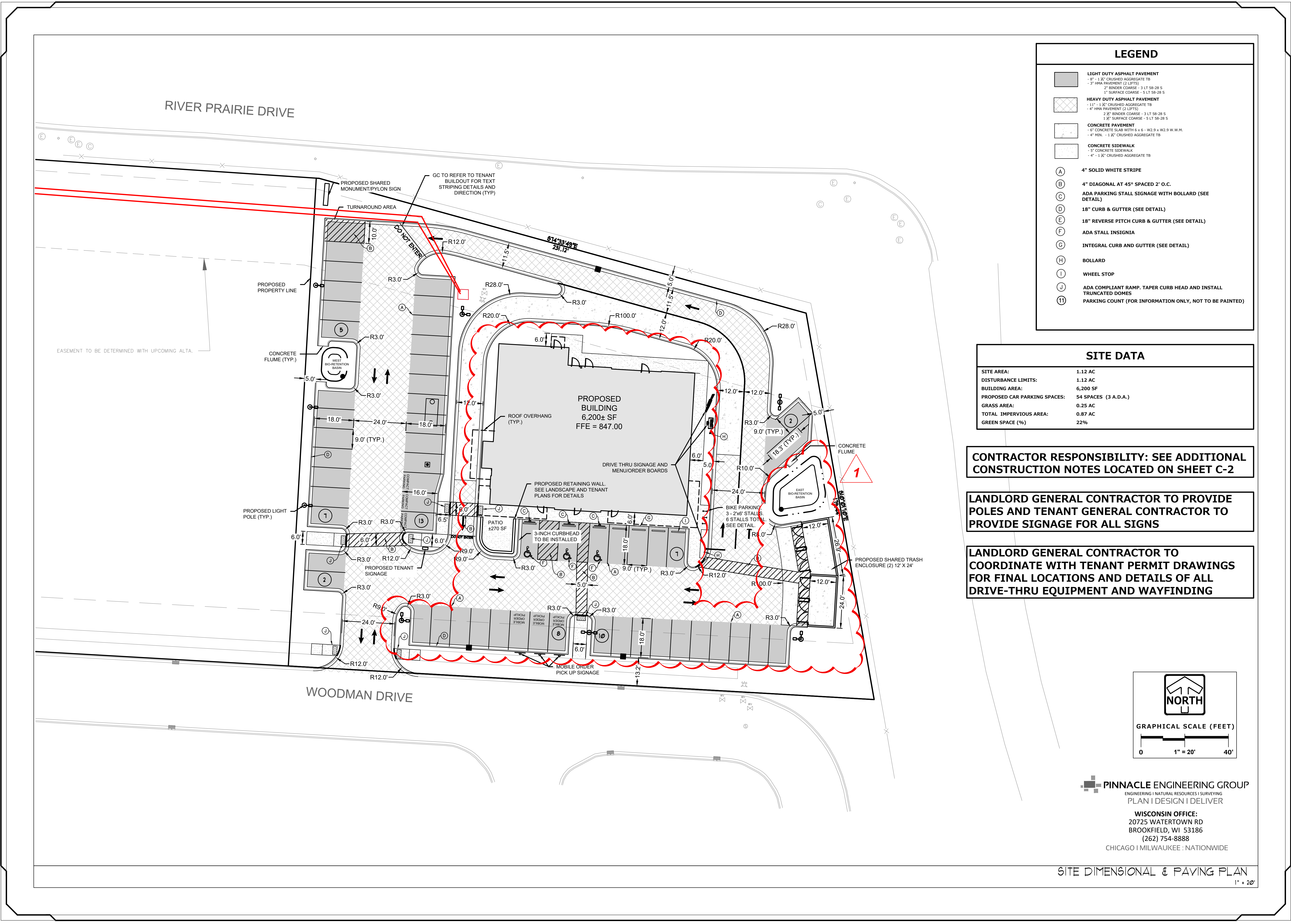
LANDLORD GENERAL CONTRACTOR TO COORDINATE WITH TENANT PERMIT DRAWINGS FOR FINAL LOCATIONS AND DETAILS OF ALL DRIVE-THRU EQUIPMENT AND WAYFINDING



PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING
PLAN | DESIGN | DELIVER

WISCONSIN OFFICE:
20725 WATERTOWN RD
BROOKFIELD, WI 53186
(262) 754-8888
CHICAGO | MILWAUKEE | NATIONWIDE

SITE DIMENSIONAL & PAVING PLAN
1" = 20'





8 2 5 8 6 3 0
Tx:4190039

1219075

CERTIFIED SURVEY MAP NO. 3698
VOLUME 21 CSM PAGE 131

TINA K. POMMIER
EAU CLAIRE COUNTY WI
REGISTER OF DEEDS
RECORDED ON
09/03/2021 02:37 PM
REC FEE: 30.00
CSM NO: 3698
VOL: 21 CSM PAGE: 131
PAGES: 2

Lot 4 of Certified Survey Map Number 3002 recorded in Volume 17, Page 8 as Document Number 1104217, located in the Southwest Quarter of the Southeast Quarter, Section 15, Township 27 North, Range 9 West, in the City of Altoona, Eau Claire County, Wisconsin.

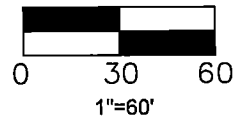
LEGEND

- FOUND SQUARE LIMESTONE MONUMENT
- FOUND 3/4" IRON BAR WITH CAP
- FOUND 1" OUTSIDE DIAMETER IRON PIPE
- ▲ FOUND MAGNAIL
- SET 1" OUTSIDE DIAMETER BY 18" IRON PIPE, 1.13 POUNDS / LINEAR FOOT
- ▲ FOUND MAGNAIL
- () RECORD INFORMATION

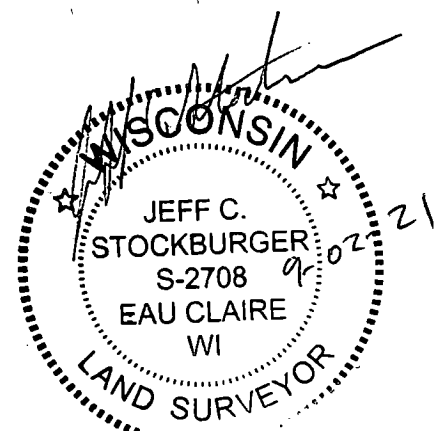
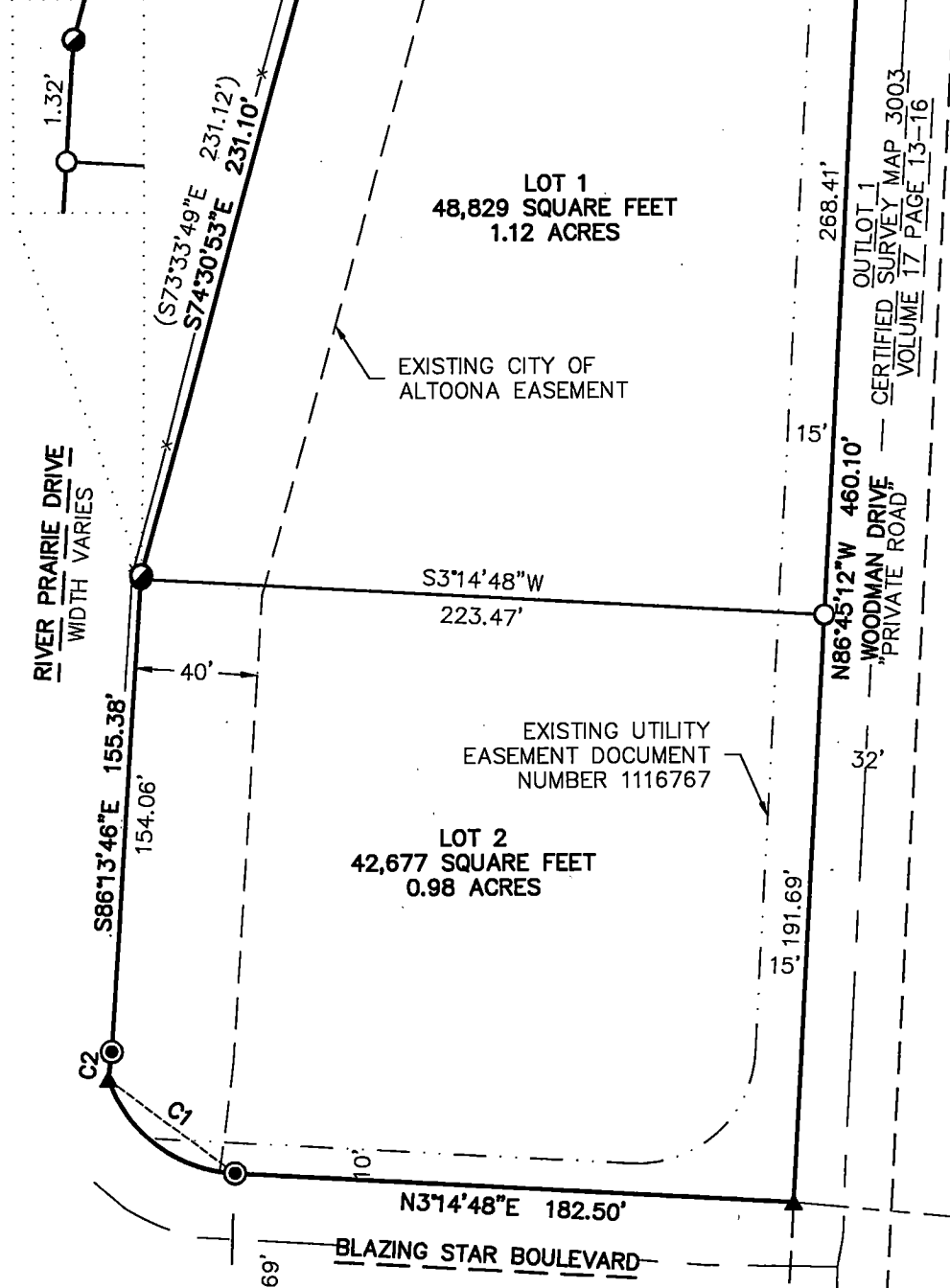
UNITED STATES HIGHWAY 53 ON-RAMP
WIDTH VARIES



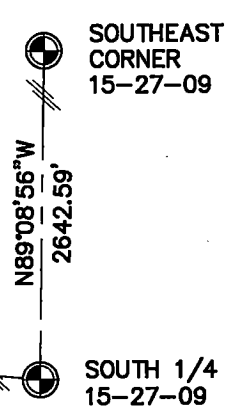
BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 15, WHICH IS ASSUMED TO BEAR N89°08'56"W.



DETAIL NOT TO SCALE



NOTES:
SEE PAGE 2 FOR CURVE TABLE.
FIELDWORK WAS COMPLETED ON
9-02-21.



Owner: Jelvann Waukesha LLC
C/O Raven Property Group Inc
PO BOX 217
Waunakee, WI 53597-0217

EVERYDAY SURVEYING & ENGINEERING

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



CERTIFIED SURVEY MAP NO. 3698
VOLUME 21 CS4 PAGE 132

Lot 4 of Certified Survey Map Number 3002 recorded in Volume 17, Page 8 as Document Number 1104217, located in the Southwest Quarter of the Southeast Quarter, Section 15, Township 27 North, Range 9 West, in the City of Altoona, Eau Claire County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I, Jeffrey C. Stockburger, Professional Land Surveyor in the State of Wisconsin, do hereby certify that by the order of Adam Stein, I have surveyed Lot 4 of Certified Survey Map Number 3002 recorded in Volume 17, Page 8 as Document Number 1104217, located in the Southwest Quarter of the Southeast Quarter, Section 15, Township 27 North, Range 9 West, in the City of Altoona, Eau Claire County, Wisconsin. The parcel is more particularly described as follows:

Lot 4 of Certified Survey Map Number 3002 recorded in Volume 17, Page 8 as Document Number 1104217, located in the Southwest Quarter of the Southeast Quarter, Section 15, Township 27 North, Range 9 West, in the City of Altoona, Eau Claire County, Wisconsin.

Said parcel contains 91,506 square feet or 2.10 total acres, more or less.

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


Dated this 2nd day of September, 2021.


 Jeffrey C. Stockburger, Wisconsin Professional Land Surveyor, S-2708
 Project Number: 21061

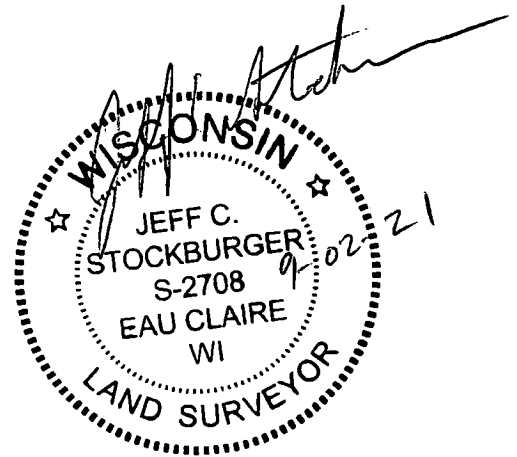
CERTIFICATE OF THE CITY PLAN COMMISSION

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

Approved this 26th day of August 2021 by the Altoona Common Council


 Brendan J Pratt Title

CURVE TABLE				
CURVE	RADIUS	CHORD BEARING	CHORD	ARC
C1	46.50'	N36°59'55"E	51.67'	54.78'
C2	1476.39'	S83°02'32"E	8.95'	8.95'



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



MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of **THURSDAY, JANUARY 27, 2022** Council Meeting Items

Provided below for your consideration is a summary of the **THURSDAY, JANUARY 27** Council Meeting agenda items.

(VII) CONSENT AGENDA

(VIII) UNFINISHED BUSINESS

(IX) NEW BUSINESS

ITEM 1 - Discuss/consider a temporary amendment to City's sick leave policy to award an additional 40 hours of sick leave to permanent full-time employees that contract COVID-19.

As you are aware, the Omicron variant of COVID-19 spreads more easily than previous variants and also appears to infect vaccinated individuals at a higher rate than previous variants. Therefore, the cases of COVID in the region and among City of Altoona employees has spiked significantly over the past few weeks.

Last year, before vaccinations were available, the City had an emergency order in place that granted an additional 40 hours of sick leave to those that became infected with COVID or were exposed to someone with COVID in the course of completing official City business. The emergency order was lifted after vaccinations became available.

Administration is requesting that the sick leave policy be amended as noted in the attached memorandum. The amendment provides the following:

1. The policy is amended to grant permanent full-time employees that become infected with COVID-19 an additional 40 hours of sick leave.
2. The policy is amended to grant the City Administrator to revoke the policy at such time as the Administrator determines the policy is no longer in the City's best interest.

Suggested Motion: I move to approve/not approve a temporary amendment to City's sick leave policy to award an additional 40 hours of sick leave to permanent full-time employees that contract COVID-19.

2. Discuss/consider convening in closed session pursuant to Wis. Stats 19.85 (1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

A. Discuss offer on property owned by Union Pacific Railroad

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

MEMORANDUM

TO: Mayor Pratt and Altoona City Council members
FROM: Mike Golat, City Administrator
DATE: 1/21/2022
SUBJECT: Temporary Sick Leave Policy Amendment

The purpose of this policy amendment is to provide an additional week of sick leave (40 hours) for permanent full-time employees who contract COVID-19. While this policy is in effect, the City will grant a total of one week (not one week per incident) of additional sick leave to each permanent full-time employee that is diagnosed with COVID-19.

This policy will be in effect until the City Administrator determines the policy is no longer in the City's best interest, at which time the City Administrator may revoke the policy.

This policy temporarily modifies Section 21 of the City's Personnel and Policy Manual as follows:

21. SICK LEAVE

All full-time employees shall earn sick leave at the rate of one day (8 hours) per calendar month up to twelve (12) days (or 96 hours) per year. Sick leave shall continue to accumulate from month to month up to a maximum of one hundred (120) days or nine hundred sixty (960) hours. Sick leave earned greater than 960 hours shall be forfeited.

Irrespective of all other sick leave granted, and rules related to accumulation of sick leave, the City will grant a total of one week (not one week per incident) of additional sick leave to each permanent full-time employee that is diagnosed with COVID-19.

This sick leave policy specifically related to the COVID-19 pandemic will be in effect until the City Administrator determines the policy is no longer in the City's best interest, at which time the City Administrator may revoke the policy.

Employees who work at least thirty (30) hours per week but less than thirty-five (35) per week shall earn sick leave at the rate of six (6) hours per month up to seventy-two (72) hours per year. Sick leave shall continue to accumulate from month to month up to a maximum of one hundred (120) days or nine hundred sixty (960) hours. Sick leave earned greater than 960 hours shall be forfeited.

All new full-time employees shall be provided forty (40) hours of sick leave "on the books" to be used during their first year of employment.

The sick leave benefit may be used for an employee's non-work related illness or injury, and for the illness or injury of the employee's spouse, parent or children, including appointments with health care providers. The City reserves the right to require an employee to provide medical verification from an employee's physician or health care provider, at the employee's expense, if employee is absent from work for more than three consecutive days due to illness or injury. Further the City may require that an employee submit to an independent medical examination, as selected

and paid for by the City, to verify medical conditions. Failure of an employee to provide medical verification on request will be deemed to be an abuse of the sick leave benefit, will end the City's obligation to continue the benefit, and will result in disciplinary action.

All employees absent from work for more than three consecutive days due to illness or injury, or the illness or injury of their spouse, parent or children, shall fill out and submit all Family Medical Leave Act leave request forms provided by the City within five working days of receiving the forms unless employee is unable to complete the forms due to their illness or injury. If an employee is unable to complete the forms, the employee shall be placed on Family Medical Leave beginning on their first day absent from work due to the illness or injury.

Unless an emergency exists, the City expects employees to provide advance notice they will be absent from work. Such notice will be provided in accordance with Department guidelines and no later than the starting time of their shift. The employee is expected to identify a reason for reporting sick and to indicate the expected date/time of return to work. Unexcused or excessive absenteeism or tardiness is considered grounds for disciplinary measures up to and including discharge. Any employee who is absent without notice for three consecutive days, will be considered to have voluntarily resigned.

Sick leave shall commence from the first day of absence due to the employee's non-work related illness or injury and shall be at the employee's regular rate of pay. Such sick leave may be used to supplement worker's compensation to the extent of the employee's regular weekly rate at the request of the employee. Such supplements shall be charged against sick leave time in the proportion that the daily supplement bears to one day sick leave and shall be limited to sick leave accrued.

For those employees hired prior to January 1, 2008, sick leave accumulated up to sixty (60) days or four hundred eighty (480) hours shall be paid to the employees who retire under the Wisconsin Retirement System at retirement age. Said payment shall be deposited in a Post Employment Health Plan Account established by the City in the employee's name. Accumulated sick leave shall not be paid to employees who terminate employment for reasons other than retirement.

For those employees hired after January 1, 2008, all sick leaves, to a maximum of 600 hours accumulated, shall be paid the employee at 50% of the employee's rate in effect at the time of retirement, provided the employee has at least ten (10) years of service at the time of retirement. Said payment shall be deposited in a Post Employment Health Plan Account established by the City in the employee's name. This is to include all employees who retire at retirement age in good standing and shall not be paid to employees who terminate employment for reasons other than retirement.