

THE CITY of *Altoona*

AGENDA FOR REGULAR COUNCIL MEETING ON THURSDAY, OCTOBER 22, 2020
6:00 P.M.

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

You may join the October 22 meeting from your computer, tablet or smartphone via

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

WEBINAR ID: 871 3911 5444

WEBINAR PASSWORD: 482880

Or you can also dial in using your phone.

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

WEBINAR ID: 871 3911 5444

WEBINAR PASSWORD: 482880

*To make a public comment Raise your hand by pressing *9 on your telephone keypad. You will be called upon in the order received.*

- I. Call Meeting to Order.
- II. Pledge of Allegiance.
- III. Roll Call for Council Persons/Roll Call for Department Heads.
- IV. Citizens Participation Period. (No more than twenty minutes unless extended by two-thirds vote.) [To Zoom Instructions>>](#)
- V. Discuss/consider approval of minutes of the October 8, 2020 Regular Council Meeting.
- VI. REPORTS
 - A. City Officers/Department Heads
 - B. City Committees
- VII. CONSENT AGENDA
 1. Discuss/Consider Development Agreement between the City and RyKey Properties for “Spooner Avenue Apartments II”. [To Summary and Materials>>](#)
 2. Discuss/Consider Development Agreement between the City and Finland Holdings for “Finland Flats” [To Summary and Materials>>](#)

VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

1. Presentation by the Sculpture Tour of Eau Claire with possible action to follow.
[To Summary and Materials>>](#)
2. Discuss/consider awarding of Contract for 10th Street Recreation Center Audio and Video Technology.
[To Summary and Materials>>](#)
3. Discuss/consider rental agreement with the Altoona Historical Society regarding occupancy of the existing 10th Street Recreation Center located at 2023 9th Street, Altoona, WI 54720.
[To Summary and Materials>>](#)
4. Discuss/consider approval of Ordinance 10A-20, an Ordinance amending Chapter 9.18 creating provisions for a no-wake zone on Lake Altoona.
[To Summary and Materials>>](#)

**See
Addendum
On Pg.3**

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*

###



October 21, 2020

TO MAYOR AND COUNCIL MEMBERS:

The following is an Addendum to the City Council Agenda of October 22, 2020 to be held at 6:00 p.m. on Zoom Teleconference/Video Conference.

ADDENDUM I

IX. NEW BUSINESS

5. Discuss/Consider Development Agreement between the City and River Ridge LLC for "River Ridge Townhomes" [To summary and materials>>](#)
6. Discuss/consider convening in closed session pursuant to the following Wis. Stats:
 - A. 19.85 (1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
 1. Purchase and/or sale of property.
 - B. 19.85 (1)(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.
 1. Altoona Youth Hockey Association Lease Agreement.
 2. Lake Road Condominium Project.
7. Motion to reconvene to Open Session for the purpose of discussion and possible consideration on the matter entertained in Closed Session.
 1. Purchase and/or sale of property.
 2. Altoona Youth Hockey Association Lease Agreement.
 3. Lake Road Condominium Project.



To Agenda>>



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: 871 3911 5444

Webinar Password: 482880

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: 871 3911 5444**
3. **Enter webinar password: 482880# 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)

1

Join a Meeting

Meeting ID or Personal Link Name

Join

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

Enter Meeting ID: 871 3911 5444

2

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

Launching...

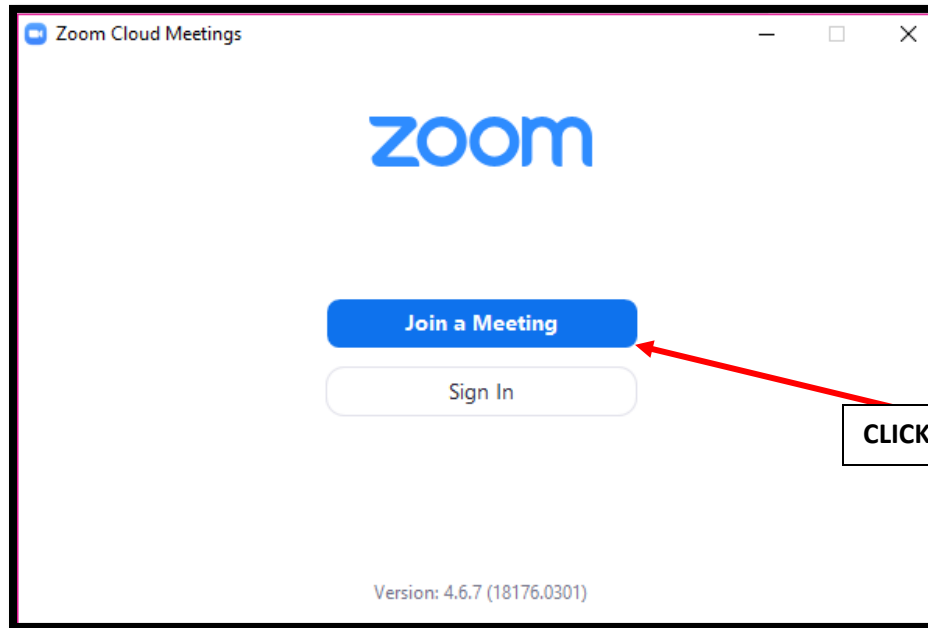
CLICK HERE

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

If nothing prompts from browser, [click here](#) to launch the meeting, or [download & run Zoom](#).



3



4

The image shows the "Join Meeting" screen in the Zoom application. It has a title bar that says "Zoom". The main heading is "Join Meeting". Below it is a meeting ID input field containing "871 3911 5444". Below that is a "Your Name" input field containing "John Smith". There 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 "Join" and "Cancel" buttons. A red arrow points from a callout box labeled "Enter meeting ID: 871 3911 5444" to the meeting ID input field. Another red arrow points from a callout box labeled "Enter Your Name to be displayed in Zoom meeting for public viewing" to the "Your Name" input field.

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

Enter meeting ID: 871 3911 5444

5. Enter webinar password on the next screen: 482880



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: 871 3911 5444 ✓

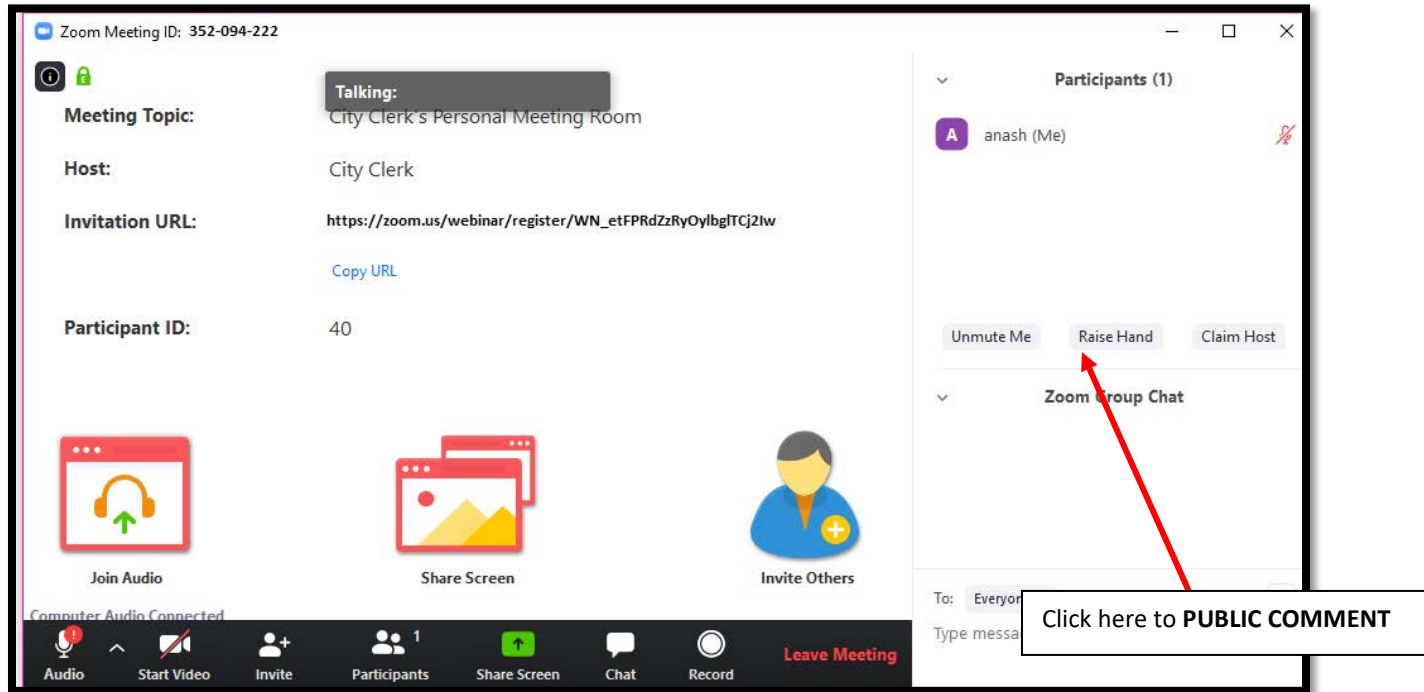
Meeting Password: 482880 ✓

Done ✓

Call 1-312-626-6799



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>

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

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

**CITY OF ALTOONA, WI
REGULAR COUNCIL MEETING MINUTES
October 8, 2020**

(I) Call Meeting to Order

Mayor Brendan Pratt called the meeting to order at 6:00 p.m. The Regular Council Meeting was held via Zoom Teleconference/Video conference due to Coronavirus COVID-19.

(II) Pledge of Allegiance

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

(III) Roll Call

City Clerk Cindy Bauer called the roll. Mayor Brendan Pratt, Council Members Dale Stuber, Timothy Lima, Maria Guzman, Matt Biren, Tim Sexton, and Susan Rowe were present. Also Present: City Attorney Christopher Gierhart, City Administrator Michael Golat, City Planner Joshua Clements, DPW/City Engineer David Walter, Management Analyst Roy Atkinson, and City Clerk Cindy Bauer.

(IV) Citizen Participation Period

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

(V) Approval of minutes.

Motion by Lima/Stuber to approve the minutes of the September 24, 2020 Regular Council Meeting. **Motion carried.**

(VI) City Officers/Department Heads Report

Management Analyst Roy Atkinson commented on the Ginormous Pumpkin Festival and the dedication of River Prairie Trolls that was held on September 26, 2020 in River Prairie Park.

City Planner Joshua Clements updated the Council on housing construction for 2020.

City Committee Reports – None.

(VII) Consent Agenda – None.

(VIII) Unfinished Business – None.

(IX) New Business

(1) Discuss/consider awarding Contract for tree supply and planting program services.

Management Analyst Roy Atkinson explained that a budget item for urban forestry and tree planting was included and approved in the 2020 City Budget in order to replace trees that were impacted by the Emerald Ash Borer mitigation program and to plant tree varieties which will further diversify Altoona's street tree population. 200 trees will be planted along various impacted areas of the city.

Atkinson said the City prepared and released an RFP for tree supply and planting for responses due on October 5, 2020 and received a total of two proposals from the following vendors: TCO Landscapes \$88,210.50 Green Oasis \$48,048.55. Initially, staff requested a proposal for the purchase and planting of 315 total trees. Upon further consideration of the total number of trees we will need to maintain, including what will be planted this year plus the previous year, staff concluded that the maintenance will be considerable. Staff believes that the manageable planting size for this year will be 200 total trees. Therefore, staff recommends awarding the contract to Green Oasis for the tree supply and planting program in the amount of \$33,481.12.

Motion by Lima/Stuber to approve/not approve awarding the tree supply and planting contract to Green Oasis at the submitted price of \$33,481.12. **Motion carried.**

(IX)(2) Discuss/consider approval of Refuse Haulers License in the City of Altoona to the following applicant: GFL Solid Waste Midwest LLC

City Administrator Golat explained that the City received an application for a Refuse Hauler license from GFL Solid Waste Midwest LLC, Applicant, Mark Vinall, 11888 & 11863 30th Ave, Chippewa Falls, WI 54729 for the remainder of the licensing period through June 30, 2021.

City Administrator Golat explained that Waste Management, Inc (together with affiliates and subsidiaries known as “WM”) and Advanced Disposal Services, Inc. (together with its affiliates and subsidiaries known as “ADS”) agreed to sell certain respective assets to affiliates of GFL, following the closing of WM’s proposed merger with ADS. It is contemplated that a subsidiary of GFL will acquire certain hauling operations that will require GFL to obtain the Refuse Haulers License in the City of Altoona. At this time, GFL plans to utilize the existing WM and ADS licensed trucks which have previously been inspected by the Eau Claire City/County Health Department. In the future, if GFL wishes to utilize additional trucks, those trucks will be required to be inspected by Eau Claire City/County Health Department. Waste Management and Advanced Disposal will continue to operate under their existing hauling licenses and permits prior to and following closing of the Transaction. According to Altoona Municipal Code, Section 5.16.050 *No more than six garbage hauling licenses shall be issued for any one license period.* Currently the City has issued five licensed refuse hauler licenses in the City of Altoona.

Discussion followed regarding looking into the possibility of limiting the licenses to a lower amount or the feasibility of one hauler. Staff to do some research and report back at a future meeting.

Motion by Stuber/Sexton to approve a Refuse Haulers License to GFL Solid Waste Midwest LLC for the remainder of the Licensing period through June 30, 2021. **Motion carried.**

(IX)(3) Discuss/consider convening in closed session pursuant to the following Wis. Stats:

A. 19.85 (1)(e). 1. Purchase and/or sale of property and B. 19.85 (1)(g). 1. Woodman’s Real Estate Tax Claim.

Motion by Stuber/Sexton to convene in closed session at 6:30 p.m. pursuant to Wis. Stats. 19.85 (1)(e) 1. Purchase and/or sale of property and Wis. Stats 19.85 1. Woodman’s Real Estate Tax Claim. Roll call vote, 6-ayes, Lima, Rowe, Stuber, Sexton, Biren, Guzman, 0-nays. **Motion carried 6-0.**

(IX)(4) Motion to reconvene to Open Session.

Motion by Biren/Rowe to reconvene in open session at 8:00 p.m. Roll call vote, 6-ayes, Guzman, Biren, Rowe, Lima, Stuber, Sexton, 0-nays. **Motion carried 6-0.** No action reported out of closed session.

(X) Miscellaneous Business and Communication.

(XI) Adjournment.

Motion by Lima/Rowe to adjourn at 8:01 p.m. **Motion carried.**

Minutes submitted by Cindy Bauer, City Clerk

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of **THURSDAY, OCTOBER 22, 2020** Council Meeting Items

Provided below for your consideration is a summary of the **THURSDAY, October 22, 2020** Council Meeting agenda items.

(VII) CONSENT AGENDA

ITEM 1 - Discuss/Consider Development Agreement between the City and RyKey Properties for “Spooner Avenue Apartments II”.

See Enclosed:

- Development Agreement: Spooner Avenue Apartments II

The Site Plan for Spooner Avenue Apartments was approved by the City Plan Commission on September 22nd, 2020. The Plan illustrates 22 dwelling units and associated parking and site improvements for the 1.0-acre property located immediately east of CCF Bank on Spooner Avenue.

The Development Agreement is an implementation device that binds the Developer to construction of and/or modification to existing public infrastructure, and other associated agreements. Provision of a performance guarantee is included to ensure the covered improvements are completed to City standards. In this case, the Developer is to extend water and sewer to the site, portions of which shall be owned by the City utilities, restore portions of Spooner Avenue and adjacent multi-use trail, and implement slope stability measures.

Suggested Motion: I move to approve/not approve the development agreement between the City of Altoona and RyKey Properties for Spooner Avenue Apartments II, and authorize the Mayor to sign subject to provision of the performance guarantee and final approval of the civil plan.

ITEM 2 - Discuss/Consider Development Agreement between the City and Finland Holdings for “Finland Flats”.

See Enclosed:

Development Agreement: Finland Flats

As you may recall, the City is working with Finland Holding Group regarding the development of approximately 17.1 acres located southwest of the intersection of U.S. Highway 12 and Mayer Road (Eau Claire County parcels #20110360200 and #20110360100 and successors). The Developer intends to complete a Certified Survey Map to dedicate public-of-way consistent with the approved Civil Plan. Since approval of the prior CSM, not yet recorded, the developer has engaged in discussions regarding development terms with specific occupants, and a new CSM will be considered to “right-size” the parcels accordingly.

The Development Agreement is an implementation device that binds the Developer to construction of and/or modification to existing public infrastructure, and other associated agreements. Provision of a performance guarantee is included to ensure the covered improvements are completed to City standards. In this case, the Developer is to extend water and sewer to and through the site, oversize portions for future service areas, construct full public roadways, sidewalks, trails, and associated improvements.

Suggested Motion: I move to approve/not approve the development agreement between the City of Altoona and Finland Holding Group for Finland Flats, and authorize the Mayor to sign subject to provision of the performance guarantee and final approval of the civil plan.

(VIII) UNFINISHED BUSINESS

(IX) NEW BUSINESS

ITEM 1 -Presentation by the Sculpture Tour of Eau Claire with possible action to follow.

Julie Pangallo, Executive Director of the Sculpture Tour of Eau Claire, recently reached out to City staff to determine the City’s interest in being a participant in the annual Sculpture Tour; Julie will be at the meeting to make a presentation regarding the Tour. Participating in the tour would require an annual \$2,500 investment per sculpture by the City. The City would also be required to provide pedestals where the sculptures could be installed. The Sculpture Tour of Eau Claire would handle procurement and installation of the sculptures as well as marketing of the sculpture tour.

There are three existing pedestals for sculptures at the headwaters of Prairie Creek in River Prairie Park; they are all at -grade pedestals and may need to be modified depending on the size and scale of any sculpture.

Another option, if the City wants sculptures in River Prairie Park or elsewhere, would be to have the City buy sculptures each year, rather than rent the sculptures through the Sculpture tour. Attached is a brochure featuring each sculpture in the 2020 tour along with pricing for each sculpture.

Staff is seeking direction from Council on this matter.

ITEM 2 - Discuss/consider awarding of Contract for 10th Street Recreation Center Audio and Video Technology.

Attached for your review is a spreadsheet that summarizes proposals received for the technology work required for the new 10th Street Recreation Center, including door security, security cameras, network cabling, phone service, video system, audio system and a streaming camera.

The City received five design/build proposals. Each proposer provided a proposal for the portions of the project they could complete. You will note that Goodland Communications was the only contractor to provide a bid for every required part of the project. Staff is recommending that the City contract with Goodland to complete all aspects of the project even though they were not the lowest bidder for every portion of the work for the following reasons:

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

Suggested Motion: I move to approve/not approve the contract for technology installation for the new 10th Street Recreation Center with Goodland Communications for the estimated price of

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

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

Highlights of the lease agreement include:

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

Suggested Motion: I move to approve/not approve the Lease Agreement between the City and Altoona Historical Society for occupancy of the 10th Street Recreation Center located at 2023 9th Street, Altoona, WI 54720.

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

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

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

Suggested motion: I move to approve/not approve Ordinance 10A-20, an Ordinance amending Chapter 9.18 creating provisions for a no-wake zone on Lake Altoona.

ITEM 5 - Discuss/Consider Development Agreement between the City and River Ridge LLC for “River Ridge Townhomes”.

See Enclosed:

- Development Agreement: River Ridge Townhomes

The Specific Implementation Plan for River Ridge Townhomes was approved by the City Council on August 27th, 2020. The Plan illustrates 99 dwelling units and associated parking and site improvements for the 4.94-acre property located immediately west of Woodman’s Market on Woodman Drive.

The Development Agreement is an implementation device that binds the Developer to construction of and/or modification to existing public infrastructure, and other associated agreements. Provision of a performance guarantee is included to ensure the covered improvements are completed to City standards. In this case, the Developer is to extend water and sewer through the site.

Following approval, the Developer has continued to work through financing and related details of the project. The Developer is requesting that the City construct the bus shelter proposed for the existing bus stop, with the Developer to maintain and clear snow (as included in the Development Agreement). The City is soliciting quotes for shelters similar to the existing shelter Northwest Quadrant, with materials and finishes that are contextual for this context. This is the most used bus stop in Altoona, and adding the shelter is expected to further increase use, and size would be considered appropriated. If approved, a proposed shelter, budget, and budget amendment will be presented at a future meeting.

Suggested Motion: I move to approve/not approve the development agreement between the City of Altoona and River Ridge LLC for River Ridge Apartments, and authorize the Mayor to sign subject to provision of the performance guarantee and final approval of the civil plan.

[To Agenda>>](#)

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of **THURSDAY, OCTOBER 22, 2020** Council Meeting Items

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See Enclosed:

- Development Agreement: Spooner Avenue Apartments II

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The Development Agreement is an implementation device that binds the Developer to construction of and/or modification to existing public infrastructure, and other associated agreements. Provision of a performance guarantee is included to ensure the covered improvements are completed to City standards. In this case, the Developer is to extend water and sewer to the site, portions of which shall be owned by the City utilities, restore portions of Spooner Avenue and adjacent multi-use trail, and implement slope stability measures.

Suggested Motion: I move to approve/not approve the development agreement between the City of Altoona and RyKey Properties for Spooner Avenue Apartments II, and authorize the Mayor to sign subject to provision of the performance guarantee and final approval of the civil plan.

ITEM 2 - Discuss/Consider Development Agreement between the City and Finland Holdings for “Finland Flats”.

See Enclosed:

Development Agreement: Finland Flats

As you may recall, the City is working with Finland Holding Group regarding the development of approximately 17.1 acres located southwest of the intersection of U.S. Highway 12 and Mayer Road (Eau Claire County parcels #20110360200 and #20110360100 and successors). The Developer intends to complete a Certified Survey Map to dedicate public-of-way consistent with the approved Civil Plan. Since approval of the prior CSM, not yet recorded, the developer has engaged in discussions regarding development terms with specific occupants, and a new CSM will be considered to “right-size” the parcels accordingly.

The Development Agreement is an implementation device that binds the Developer to construction of and/or modification to existing public infrastructure, and other associated agreements. Provision of a performance guarantee is included to ensure the covered improvements are completed to City standards. In this case, the Developer is to extend water and sewer to and through the site, oversize portions for future service areas, construct full public roadways, sidewalks, trails, and associated improvements.

Suggested Motion: I move to approve/not approve the development agreement between the City of Altoona and Finland Holding Group for Finland Flats, and authorize the Mayor to sign subject to provision of the performance guarantee and final approval of the civil plan.

City of Altoona, Wisconsin

Development Agreement for Spooner Avenue Apartments II

By City of Altoona and RyKey Properties

THIS AGREEMENT is entered into this _____ day of _____, 2020, between the City of Altoona, Wisconsin, a Wisconsin municipal corporation ("City") and RyKey Properties ("Developer") for the development of Spooner Avenue Apartments II ("Project").

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

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

WHEREAS, the Site Plan (zoning permissions) for the Project was approved with certain modifications by the City of Altoona Plan Commission on September 22nd, 2020, and this Agreement serves as an implementation device; and

WHEREAS, the implementation of the Project consistent with the Site Plan requires modifying existing public utilities and public facilities by the Developer; and

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

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

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

"Contractor" shall mean the general/prime contractor and its subcontractors hired or retained by Developer to construct improvements under this Agreement.

"DPW/CE" shall, at the sole option of the City, include either or both of the City's Director of Public Works or Consulting Engineer.

"Final Project Acceptance" shall mean the written approval by the City of a required improvement as being in substantial compliance with the requirements of this Agreement and

applicable provisions of the City's regulations pertaining thereto. Depending upon the timing of individual aspects of the Developer's performance, there may be one or more final project acceptances under this Agreement.

"Lot Buildout" shall mean such time as when the certificate of occupancy is issued for buildings illustrated and described in the Site Plan.

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

"Site Plan" ("Plan"), shall mean the zoning permission consistent with Altoona Municipal Code and approved with modifications by the City Plan Commission on September 22nd, 2020 or as subsequently amended with appropriate written City approvals.

2. The Developer shall, at its own expense, construct water systems, storm drainage facilities, sidewalks, multi-use trails, tree planting, and modify existing public infrastructure as specified herein. The aforementioned improvements shall be performed in strict conformity with the Altoona Municipal Code, approved Site Plan and associated conditions, applicable City of Altoona Standard Specifications, and, more specifically, requirements outlined in the Special Conditions for Subdivision Development. (**Attachment A**).
3. No work shall commence on the required improvements until written approval of the plans and specifications has been obtained by the Developer from City and this Agreement has been fully executed, including the required insurance and Performance Guarantee. No work shall commence on the required improvements until the Developer, Developer's Engineer, and DPW/Public Works Director and necessary City staff meet on the site for a pre-construction meeting.
4. The Developer shall furnish the City, prior to starting any construction work, with a certified check or irrevocable letter of credit in a form approved by the City Attorney in the amount of One Hundred Twenty Five Percent (125%) of the estimated cost of the required improvements, as a guarantee of the performance by the Developer (the "Performance Guarantee"). The required sum of the Performance Guarantee is set forth in Attachment A to this Agreement. It is understood that the Performance Guarantee shall guarantee all costs of the required improvement specified herein together with engineering, legal, contingency, and inspection expenses. The City shall be named beneficiary of the certified check or irrevocable letter of credit, which shall be held by the City for the duration of the project in its name.

Reduction in the Performance Guarantee may be granted upon written request by the Development as described in **Attachment A**.

5. The Developer shall provide the City with plans and specifications for each of the required improvements prepared by a Registered Professional Engineer licensed in the State of Wisconsin. The plans and specifications shall be prepared in accordance with this Agreement and will be subject to review and written approval by the DPW/Public Works Director or designee. Upon written approval, said plans and specifications shall be incorporated and made a part of this

Agreement as **Attachment B**. No deviation from the approved plans and specifications shall be permitted unless approved in writing by the DPW/Public Works Director or designee.

6. Prior to commencing development on the required improvements, the Developer shall submit, for City approval, a written progress schedule indicating the proposed order of completion of the required improvements covered by this Agreement. Upon approval, said schedule and completion dates are hereby made a part of this Agreement, as **Attachment C**. The Developer shall periodically provide, as well as upon request, progress updates regarding the development schedule and completion dates. Upon receipt of written notice from the Developer of the existence of causes over which the Developer has no control, the City, at its discretion, may extend the completion date, and the Performance Guarantee shall be continued to cover the work performed to construct the required improvements during the extension of time. No construction (including grading) shall start until the schedule is approved.
7. The Developer shall furnish, at its own expense, all engineering services for the project, including but not limited to:
 - (a) Preparation of complete plans and specifications for the required improvements by a registered Professional engineer licensed to practice in the State of Wisconsin.
 - (b) Submittal of Notice of Intent (NOI), as required by Wisconsin Administrative Code.
8. In addition, the Developer shall furnish or perform the following at its own expense, except as otherwise specified herein:
 - (a) Reimbursement to the City for all costs incurred by the City or its agents to complete plan review to assure compliance with the approved plans and specifications.
 - (b) Full-time resident inspection by the Developers' Engineer during all construction activities conducted within the public right-of-way on Public Improvements. No work shall be performed within the public right-of-way unless the Developer's inspector is present on the site. The Developer's inspector shall keep daily inspection records, a copy of which shall be submitted to the DPW/Public Works Director upon reasonable request. The Developer's inspector shall be a Wisconsin Professional Engineer obtained by Developer or working under the supervision of a Wisconsin Professional Engineer obtained by Developer.
 - (c) Upon completion of the required improvements, provision to the City of a full set of as-built record drawings, plans and files in electronic format as well as a summary of all project costs. Said as-built record drawings, plans and files shall be submitted within 60 days of final project acceptance. The Performance Guarantee will not be released until the as-builts are received.
 - (d) Upon completion of the required improvements, the Developer shall provide the City with applicable testing results showing all applicable standards have been met prior to acceptance of the required improvements by the City.

8. The City shall not exercise direct supervision and inspection of the improvements during the construction operations. The DPW/Public Works Director, or designated representative, may make periodic visits to the site of the required improvements and may require that certain tests be made to assure compliance with City standards and the approved plans and specifications. The City shall work with the Developer's Engineer as the official representative of the Developer concerning engineering and construction matters.
9. The Developer agrees that the required improvements shall be completed to the highest quality and performed in a workmanlike manner and that all materials and labor shall be in strict conformity with the approved plans and specifications and improvement standards of the City. All materials, labor and workmanship shall be subject to the inspection and approval of the City or a duly authorized representative of the City. Any material or labor rejected by the City as defective or unsuitable shall be removed and replaced with approved materials and workmanship to the satisfaction and approval of the City. Said removals and replacements shall be at the sole expense of the Developer.
10. Upon completion of all the required improvements, the DPW/Public Works Director and the Developer's Engineer shall make a final inspection of the improvements. Before release of the Performance Guarantee is made, the DPW/Public Works Director shall be satisfied that all work has been completed in accordance with the approved plans and specifications. The Developer's Engineer shall submit a written statement attesting to the same prior to final project acceptance by the DPW/Public Works Director. The Developer shall be responsible for scheduling the final inspection and for receiving a written final acceptance of all the required improvements from the DPW/Public Works Director.
11. The Developer shall warrant and guarantee its own and its Contractor(s) performance as well as all materials supplied by its Contractor(s) and all of the work furnished under this Agreement against any defect in workmanship of material for a period of one (1) year, except that all concrete work shall be warranted and guaranteed for (3) three years, following the date of final project acceptance of the required improvements by the City. Under this warranty and guarantee the Developer agrees to make repair and/or replace, as the case may be, without delay, at his own expense, any failure of any such work due to faulty materials, construction or installation or to the failure of any such equipment to successfully perform all the work put upon it within the limits of the specifications and further shall repair and/or replace, as the case may be, any damage to any part of the work caused by such failure.
12. Insurance Requirements.
 - (a) Developer shall assure its Contractor procures and maintains for the duration of the construction insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the Contractor, his agents, representative, employees or subcontractors.
 - (b) Minimum Scope of Insurance.

Coverage shall be at least as broad as: Insurance Services Office commercial general liability coverage, "occurrence" form CG 0001. Insurance Service Office form number CA 0001 covering automobile liability, code 1 "any auto" and endorsement CA 0025.

Workers' compensation insurance, as required in Wisconsin State Statutes, and employer's liability insurance.

(c) Minimum Limits of Insurance.

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

(d) Verification of Coverage.

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

13. Indemnification.

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

14. It is understood by the Developer that all of the required improvements shall, upon final project acceptance, become City improvements for use by and accommodation of the general public. Developer further agrees to abide by all applicable state laws related to construction of public infrastructure.

15. Attachment A, attached hereto, is incorporated into and made a part of this Agreement by reference. (*SPECIAL CONDITIONS FOR PROJECT DEVELOPMENT*)
16. Attachment B, attached hereto and incorporated herein by reference, are the approved Construction Plans and Specification documents.
17. Attachment C, attached hereto and incorporated herein by reference, is a construction schedule submitted by the Developer and approved by the City.
18. Miscellaneous Terms and Conditions.

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

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

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

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

To City: Mike Golat
City Administrator
1303 Lynn Avenue
Altoona, WI 54720
(715) 839-6092

To Developer: RyKey Properties
PO BOX 3092
Eau Claire, WI 54702
Attn: Lee Haremza
(715) 492-2958

- (e) Assignment.
Developer shall have no right, expressed or implied, to assign its rights and interest under this Agreement, without written consent of the City, which consent may be withheld.
- (f) Binding Effect.
All the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto to the same extent as if each successor and assign were in each case named as a party to this Agreement. This Agreement may not be changed, modified or discharged except by writing signed by both City and Developer.
- (g) Waiver.
No waiver of any default by Developer hereunder shall be implied from any omission by City to take any action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and the extent therein stated. One or more waivers of any covenant, term or condition of this Agreement by City shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.
- (h) Separability.
Each and every covenant and agreement contained in this Agreement shall for all purposes be construed to be a separate and independent covenant and agreement. The breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein.

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

FOR: **RyKey Properties**

By: _____
Lee Haremza

FOR: **City Of Altoona**

By: _____
Brendan Pratt, Mayor

ACKNOWLEDGMENT: Advanced Engineering Concepts (Developer's Engineer)

By: _____

Print Name: _____

Title: _____

Attachments:

Attachment A: Special Conditions for Project Development

Attachment B: Approved Construction Plans and Specifications

Attachment C: Approved Construction Schedule

Attachment A: SPECIAL CONDITIONS FOR PROJECT DEVELOPMENT

(1) PROJECT INFORMATION

PROJECT:

Spooner Avenue Apartments II

DEVELOPER

(Name): RyKey Properties
(Address): PO BOX 3092
Eau Claire, WI 54702
(Telephone): 715-492-2958
(Contact Person): Lee Haremza

ENGINEER

(Name): Advanced Engineering Concepts (AEC)
(Address): 1360 International Drive
Eau Claire, WI 54701
(Telephone): 715-552-0330
(Contact Person): Matt Appel, P.E.

CONTRACTOR

(Name): XXX
(Address): XXX

(Telephone):
(Contact Person):

PERFORMANCE GUARANTEE

Type: Letter of Credit
Amount: \$ XXX

FINANCIAL INSTITUTION (Name): \$\$\$\$
(Address):
(Telephone):
(Contact Person):

(2) SCOPE OF WORK

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

- (a) The Developer shall provide all site grading, multi-use trail construction, erosion and sediment control, potable water systems, storm drainage facilities, sanitary sewers, street improvements, trees and other miscellaneous work in conformance with City standards and approved plans and specifications as necessary.
- (b) The Developer shall pay to the City the actual cost incurred by the City for civil plan review and approval.
- (c) The Developer shall provide, describe, and dedicate all required easements to the City for public use including: drainage and/or utility easements, should any exist. The aforementioned easements shall be dedicated by the Developer upon approval by the City.
- (d) The Developer shall assure that iron monuments are placed and/or preserved at all lot and block corners, and at all angle points on the boundary lines. Iron monuments shall be in place after all work has been completed in order to preserve the lot markers for future property owners and the public interest.
- (e) The Developer shall be responsible for keeping streets within and outside the project area swept clean of dirt and debris that may spill or wash onto the streets from the construction operations.
- (f) The Developer shall be responsible for assuring sediment and erosion control best management practices are implemented during all construction activities. Developer shall also be responsible for the cleaning of the storm drainage facilities, storm sewers, ditches, ponds, etc., necessitated by erosion. The Developer's Performance Guarantee shall cover all required maintenance costs. The Developer shall be responsible to maintain erosion control measures until all work identified in this Agreement been completed. The Developer shall remove all sediments attributed to this development that accumulate in downstream drainage facilities prior to the final release of the Performance Guarantee
- (g) Multi-use Trails and other walkways preexisting shall be restored or reconstructed in accordance with the Site Plan to City of Altoona standard specifications, and as otherwise provided for in this agreement.
- (h) The Developer shall be responsible for requests for underground utility locates for work covered under this Agreement until the City receives the as-built record drawings, plans and files for the completed work.

The Developer shall notify local private utilities and direct them to contact the Developer for utility locates within the actual work limits of this Agreement. The City will continue to be responsible for locating City utilities that were accepted by the City prior to the date of this Agreement and were not modified by this Agreement. The local private utilities include cable television, electric, gas, telephone, and other local communications companies.

- (i) Rock excavation, if any, shall comply with the City engineer's standard specifications.
- (j) Developer shall be responsible for and pay all costs associated with the installation of temporary traffic control signage.
- (k) The Performance Guarantee shall remain in force until the outlined project scope detailed within this Agreement is complete in every respect.
- (l) Reductions in the Performance Guarantee may be authorized and approved based on the following conditions:
 - 1. As work progresses on installation of required improvements constructed as part of this Agreement, the Director of Public Works, upon written request from the Developer from time to time, is authorized to recommend a reduction in the amount of Performance Guarantee as hereinafter provided. When portions of construction of the required improvements (water, street, sidewalk or other improvements) are completed by the Developer and determined acceptable by the Director of Public Works, the City Administrator for City is authorized, upon submission of lien waivers by the Developer's Contractors, to reduce the amount of the Performance Guarantee. The amount of the Performance Guarantee may be reduced at the time all underground utilities are installed, tested, and accepted by the City.
 - 2. The amount of the Performance Guarantee remaining shall be equal to one hundred twenty-five percent (125%) of the estimate of the Director of Public Works of costs of required improvements remaining to be completed and accepted and to insure performance against defects in workmanship and materials on work accepted. When the construction on the major components of required improvements have been substantially completed, except for work which cannot be completed because of weather conditions or other reasons which, in the judgment of the Director of Public Works are valid for non-completion, the City Administrator of City is authorized to accept a reduction in the amount of the Performance Guarantee to an amount which, in the estimate of the Director of Public Works, is sufficient to cover the work remaining to be completed for the required improvements, including performance of the one (1) year warranty and guarantee period against defects in workmanship and materials. As a further guarantee that all obligations under this Agreement for the required improvements are satisfied, the Director of Public Works shall approve, prior to the commencement of construction of the required improvements, the Contractor and subcontractors who are to be engaged in the construction of utilities or street improvements on the street right-of-way to be dedicated. The Common Council of City, at its option, may extend the Performance Guarantee period for additional periods not to exceed one (1) year each if deemed warranted.
- (m) The Developer shall furnish the City of Altoona DPW/Public Works Director a copy of the-as-built record drawings prior to the first reduction of the Performance Guarantee.

(3) SPECIAL CONDITIONS

- (a) The Site Plan for Spooner Avenue Apartments II" approved by the City Plan Commission on September 22nd, 2020 as well as any modifications required for approval are hereby incorporated by reference.
- (b) Slope stability study and implementation of the recommended measures, consistent with Altoona Municipal Code § 19.15.110, shall be completed.
- (c) The stormwater facility shown in the Site Plan shall be graded and inspected prior to creating any new impervious surface.
- (d) The Developer shall create and the City and County approve of a Traffic Control Plan prior to undertaking activities impacting Spooner Avenue. The Developer shall coordinate with the City and Eau Claire County regarding temporary closures or other traffic disruptions to utility work, road restoration, construction or any other activities associated with this Project. City and County right-of-way permits may be required.

(4) MINIMUM ASSESSED VALUATION

Left intentionally blank.

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

Total \$ XXX

(6) PERFORMANCE GUARANTEE COMPUTATION:

Total \$ XXX

Total x 125%..... \$ XXX

(7) SUGGESTED MOTION

I move approval of the development agreement between the City of Altoona and RyKey Properties for Spooner Avenue Apartments II, and authorize the Mayor to sign subject to provision of the performance guarantee and final approval of the civil plan.

Development Agreement for
Finland Flats
By City of Altoona and Finland Holding Group LLC

Document Number

Document Title

Recording Area

Name and Return Address

CITY OF ALTOONA
1303 LYNN AVENUE
ALTOONA, WI 54720

Parcel Identification
Number (PIN)

Legal Description

XXXX

This instrument drafted by Joshua Clements, AICP, City of Altoona

City of Altoona, Wisconsin

Development Agreement for Finland Flats

By City of Altoona and Finland Holding Group, LLC

THIS AGREEMENT is entered into this _____ day of _____, 2020, between the City of Altoona, Wisconsin, a Wisconsin municipal corporation ("City") and Finland Holding Group, LLC ("Developer") for the development of Finland Flats ("Project").

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

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

WHEREAS, this Project is being executed simultaneously with "Prairie View Ridge", that being an adjacent, physically connected and financially separate development interest, and the coordination and completion of certain infrastructure must be coordinated respective of the other; and

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

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

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

"Contractor" shall mean the general/prime contractor and its subcontractors hired or retained by Developer to construct improvements under this Agreement.

"DPW/CE" shall, at the sole option of the City, include either or both of the City's Director of Public Works or Consulting Engineer.

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

“Finland Flats” shall mean all lands described as Eau Claire County parcels #20110360200 and #20110360100 and successors. The Developer intends to complete a Certified Survey Map to dedicate public-of-way consistent with the Civil Plan.

“Lot Buildout” shall mean such time as when the certificate of occupancy is issued for buildings located within the Project area.

“Prairie View Ridge” shall mean the lands located immediately west of the Project Area and described in the Plat of Prairie View Ridge recorded with Eau Claire County.

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

2. The Developer shall, at its own expense, construct water systems, storm drainage facilities, sanitary sewers, and street improvements including curb, sidewalks, trails, street lighting, signage, paving, landscaping, tree planting, and other improvements as specified herein. The aforementioned improvements shall be performed in strict conformity with the Altoona Municipal Code, approved Site Plan and associated conditions, applicable City of Altoona Standard Specifications, and, more specifically, requirements outlined in the Special Conditions for Subdivision Development. (**Attachment A**).
3. No work shall commence on the required improvements until written approval of the plans and specifications has been obtained by the Developer from City and this Agreement has been fully executed, including the required insurance and Performance Guarantee. No work shall commence on the required improvements until the Developer, Developer’s Engineer, and DPW/Public Works Director and necessary City staff meet on the site for a pre-construction meeting.
4. The Developer shall furnish the City, prior to starting any construction work, with a certified check or irrevocable letter of credit in a form approved by the City Attorney in the amount of One Hundred Twenty Five Percent (125%) of the estimated cost of the required improvements, as a guarantee of the performance by the Developer (the “Performance Guarantee”). The required sum of the Performance Guarantee is set forth in Attachment A to this Agreement. It is understood that the Performance Guarantee shall guarantee all costs of the required improvement specified herein together with engineering, legal, contingency, and inspection expenses. The City shall be named beneficiary of the certified check or irrevocable letter of credit, which shall be held by the City for the duration of the project in its name.

Reduction in the Performance Guarantee may be granted upon written request by the Development as described in **Attachment A**.

5. The Developer shall provide the City with plans and specifications for each of the required improvements prepared by a Registered Professional Engineer licensed in the State of Wisconsin. The plans and specifications shall be prepared in accordance with this Agreement and will be subject to review and written approval by the DPW/Public Works Director or designee. Upon

written approval, said plans and specifications shall be incorporated and made a part of this Agreement as **Attachment B**. No deviation from the approved plans and specifications shall be permitted unless approved in writing by the DPW/Public Works Director or designee.

6. Prior to commencing development on the required improvements, the Developer shall submit, for City approval, a written progress schedule indicating the proposed order of completion of the required improvements covered by this Agreement. Upon approval, said schedule and completion dates are hereby made a part of this Agreement, as **Attachment C**. The Developer shall periodically provide, as well as upon request, progress updates regarding the development schedule and completion dates. Upon receipt of written notice from the Developer of the existence of causes over which the Developer has no control, the City, at its discretion, may extend the completion date, and the Performance Guarantee shall be continued to cover the work performed to construct the required improvements during the extension of time. No construction (including grading) shall start until the schedule is approved.
7. The Developer shall furnish, at its own expense, all engineering services for the project, including but not limited to:
 - (a) Preparation of complete plans and specifications for the required improvements by a registered Professional engineer licensed to practice in the State of Wisconsin.
 - (b) Submittal for approval of sewer and water extensions by the Wisconsin Department of Natural Resources and Notice of Intent (NOI), as required by Wisconsin Administrative Code.
8. In addition, the Developer shall furnish or perform the following at its own expense, except as otherwise specified herein:
 - (a) Reimbursement to the City for all costs incurred by the City or its agents to complete plan review to assure compliance with the approved plans and specifications.
 - (b) Full-time resident inspection by the Developers' Engineer during all construction activities conducted within the public right-of-way on Public Improvements. No work shall be performed within the public right-of-way unless the Developer's inspector is present on the site. The Developer's inspector shall keep daily inspection records, a copy of which shall be submitted to the DPW/Public Works Director upon reasonable request. The Developer's inspector shall be a Wisconsin Professional Engineer obtained by Developer or working under the supervision of a Wisconsin Professional Engineer obtained by Developer.
 - (c) Upon completion of the required improvements, provision to the City of a full set of as-built record drawings, plans and files in electronic format as well as a summary of all project costs. Said as-built record drawings, plans and files shall be submitted within 60 days of final project acceptance. The Performance Guarantee will not be released until the as-builts are received.

- (d) Upon completion of the required improvements, the Developer shall provide the City with applicable testing results showing all applicable standards have been met prior to acceptance of the required improvements by the City.
- 9. The City shall not exercise direct supervision and inspection of the improvements during the construction operations. The DPW/Public Works Director, or designated representative, may make periodic visits to the site of the required improvements and may require that certain tests be made to assure compliance with City standards and the approved plans and specifications. The City shall work with the Developer's Engineer as the official representative of the Developer concerning engineering and construction matters.
- 10. The Developer agrees that the required improvements shall be completed to the highest quality and performed in a workmanlike manner and that all materials and labor shall be in strict conformity with the approved plans and specifications and improvement standards of the City. All materials, labor and workmanship shall be subject to the inspection and approval of the City or a duly authorized representative of the City. Any material or labor rejected by the City as defective or unsuitable shall be removed and replaced with approved materials and workmanship to the satisfaction and approval of the City. Said removals and replacements shall be at the sole expense of the Developer.
- 11. Upon completion of all the required improvements, the DPW/Public Works Director and the Developer's Engineer shall make a final inspection of the improvements. Before release of the Performance Guarantee is made, the DPW/Public Works Director shall be satisfied that all work has been completed in accordance with the approved plans and specifications. The Developer's Engineer shall submit a written statement attesting to the same prior to final project acceptance by the DPW/Public Works Director. The Developer shall be responsible for scheduling the final inspection and for receiving a written final acceptance of all the required improvements from the DPW/Public Works Director.
- 12. The Developer shall warrant and guarantee its own and its Contractor(s) performance as well as all materials supplied by its Contractor(s) and all of the work furnished under this Agreement against any defect in workmanship of material for a period of one (1) year, except that all concrete work shall be warranted and guaranteed for (3) three years, following the date of final project acceptance of the required improvements by the City. Under this warranty and guarantee the Developer agrees to make repair and/or replace, as the case may be, without delay, at his own expense, any failure of any such work due to faulty materials, construction or installation or to the failure of any such equipment to successfully perform all the work put upon it within the limits of the specifications and further shall repair and/or replace, as the case may be, any damage to any part of the work caused by such failure.
- 13. Insurance Requirements.
 - (a) Developer shall assure its Contractor procures and maintains for the duration of the construction insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the Contractor, his agents, representative, employees or subcontractors.

(b) Minimum Scope of Insurance.
Coverage shall be at least as broad as: Insurance Services Office commercial general liability coverage, "occurrence" form CG 0001. Insurance Service Office form number CA 0001 covering automobile liability, code 1 "any auto" and endorsement CA 0025. Workers' compensation insurance, as required in Wisconsin State Statutes, and employer's liability insurance.

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

(d) Verification of Coverage.

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

14. Indemnification.

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

15. It is understood by the Developer that all of the required improvements shall, upon final project acceptance, become City improvements for use by and accommodation of the general public. Developer further agrees to abide by all applicable state laws related to construction of public infrastructure.
16. Attachment A, attached hereto, is incorporated into and made a part of this Agreement by reference. (*SPECIAL CONDITIONS FOR PROJECT DEVELOPMENT*)
17. Attachment B, attached hereto and incorporated herein by reference, are the approved Construction Plans and Specification documents.
18. Attachment C, attached hereto and incorporated herein by reference, is a construction schedule submitted by the Developer and approved by the City.
19. Miscellaneous Terms and Conditions.
 - (a) Variances between Code and Agreement.
Should there be any discrepancies or variances between the requirements of the Altoona Municipal Code and this Agreement, this Agreement shall control to the extent of those variances.
 - (b) Laws of Wisconsin to Control.
This Agreement shall be governed under, and construed pursuant to, the laws of the State of Wisconsin. To the extent of any inconsistency between the language of this Agreement and that of the aforesaid applicable Wisconsin law, the language contained in this Agreement shall control and/or prevail, to the fullest extent permitted by Wisconsin law. If a court of competent jurisdiction adjudicates any provision of this Agreement to be invalid or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect. Venue for dispute resolution shall be in the Circuit Court for Eau Claire County.
 - (c) Integration.
Notwithstanding prior written agreements or understandings between the parties hereto pertaining to the subject matter hereof, this Agreement shall constitute the complete understanding and agreement of the parties hereto.
 - (d) Notices.
Notices required or deemed to be advisable under the terms of this Agreement shall be personally delivered or mailed by first class mail to the following representatives of the parties hereto:

To City: Mike Golat
City Administrator
1303 Lynn Avenue
Altoona, WI 54720
(715) 839-6092

To Developer: Jerome Lanners
Finland Holding Group, LLC
(Address)
(715) 579-0374

- (e) Assignment.
Developer shall have no right, expressed or implied, to assign its rights and interest under this Agreement, without written consent of the City, which consent may be withheld.
- (f) Binding Effect.
All the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto to the same extent as if each successor and assign were in each case named as a party to this Agreement. This Agreement may not be changed, modified or discharged except by writing signed by both City and Developer.
- (g) Waiver.
No waiver of any default by Developer hereunder shall be implied from any omission by City to take any action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and the extent therein stated. One or more waivers of any covenant, term or condition of this Agreement by City shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.
- (h) Separability.
Each and every covenant and agreement contained in this Agreement shall for all purposes be construed to be a separate and independent covenant and agreement. The breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein.

Attachments:

Attachment A: Special Conditions for Project Development

Attachment B: Approved Construction Plans and Specifications

Attachment C: Approved Construction Schedule

Attachment A: SPECIAL CONDITIONS FOR PROJECT DEVELOPMENT

(1) PROJECT INFORMATION

PROJECT:

Finland Flats

DEVELOPER

(Name):

Finland Holding Group, LLC

(Address):

(Telephone):

715-579-0374

(Contact Person):

Jerome Lanners

ENGINEER

(Name):

Everyday Surveying and Engineering LLC

(Address):

1818 Brackett Avenue

Eau Claire, WI 54701

(Telephone):

715-831-0654

(Contact Person):

Mark Erickson, P.E.

CONTRACTOR

(Name):

(Address):

(Telephone):

(Contact Person):

PERFORMANCE GUARANTEE

Type:

Letter of Credit

Amount:

\$ xxxxxx

FINANCIAL INSTITUTION

(Name):

(Address):

(Telephone):

(Contact Person):

(2) SCOPE OF WORK

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

- (a) The Developer shall provide all site grading, sidewalk construction, erosion and sediment control, potable water systems, storm drainage facilities, sanitary sewers, street improvements, trails, trees and landscaping, and other miscellaneous work in conformance with City standards and approved plans and specifications as necessary.
- (b) The Developer shall pay to the City the actual cost incurred by the City for civil plan review and approval.
- (c) The Developer shall provide, describe, and dedicate all required easements and rights-of-way to the City for public use including: All roadway(s), paths, future roadways, drainage and/or utility easements, and public outlots/park space, should any exist. The aforementioned easements shall be shown on the final plat.
- (d) The Developer shall assure that iron monuments are placed at all lot and block corners, and at all angle points on the boundary lines. Iron monuments shall be in place after all street and landscape grading has been completed in order to preserve the lot markers for future property owners.
- (e) The Developer shall be responsible for all street maintenance until streets are accepted by the City. Warning signs consistent with applicable standards shall be placed when hazards develop in streets or sidewalks / pathways to prevent travel by the public. If and when streets become impassable, such streets shall be barricaded and closed upon providing notice to the City and getting approval for such closures. The Developer shall be responsible for keeping streets within and outside the subdivision swept clean of dirt and debris that may spill or wash onto the streets from the construction operations. The Developer may request, in writing, that the City keep the streets open during winter months by plowing snow prior to final acceptance of said streets. The City may plow the streets at their sole discretion. The City shall not be responsible for repairing any damage caused by snowplow operations. Snow plowing services do not constitute final acceptance of the streets.
- (f) The Developer shall be responsible for assuring sediment and erosion control best management practices are implemented during all construction activities including construction of homes. Developer shall also be responsible for the cleaning of the storm drainage facilities, storm sewers, ditches, ponds, etc., necessitated by erosion from the subdivision. The Developer's Performance Guarantee shall cover all required maintenance costs. The Developer shall be responsible to maintain erosion control measures until all work identified in this Agreement, including the construction of homes has been completed. The Developer shall remove all sediments attributed to this development that accumulate in downstream drainage facilities prior to the final release of the Performance Guarantee. Sediments attributed to this development shall include sediment generated from building sites within and adjacent to the development that the Developer releases for clearing and construction prior to the completion of the work identified in this Agreement.

- (g) The Developer and/or its Prime Contractor at their sole expense, as the case may be, shall televise all sanitary & storm sewers upon completion of construction and supply the City with the video. It is suggested that the televising be done prior to placing the final lift of asphaltic surfacing in case sections needing corrective action are discovered.
- (h) Sidewalks and Trails. Sidewalks, trails and other walkways shall be constructed in accordance with the civil plan for Finland Flats to City of Altoona standard specifications, and as otherwise provided for in this agreement.
- (i) The Developer shall be responsible for requests for underground utility locates for work covered under this Agreement until the City receives the as-built record drawings, plans and files for the completed work. The Developer shall notify local private utilities and direct them to contact the Developer for utility locates within the actual work limits of this Agreement. The City will continue to be responsible for locating City utilities that were accepted by the City prior to the date of this Agreement and were not modified by this Agreement. The local private utilities include cable television, electric, gas, telephone, and other local communications companies.
- (j) Rock excavation, if any, shall comply with the City engineer's standard specifications.
- (k) Developer shall be responsible for and pay all costs associated with the installation of temporary traffic control signage. The City shall purchase and install the permanent street names and traffic control signs, and the Developer agrees to reimburse the City for those costs. Sign type and placement shall be determined by the City.
- (l) All of the required improvements must be completed within one (1) year from the date of this Agreement unless otherwise specifically stipulated herein.
- (m) The Performance Guarantee shall remain in force until the outlined project scope detailed within this Agreement is complete in every respect.
- (n) Reductions in the Performance Guarantee may be authorized and approved based on the following conditions:
 - 1. As work progresses on installation of required improvements constructed as part of this Agreement, the Director of Public Works, upon written request from the Developer from time to time, is authorized to recommend a reduction in the amount of Performance Guarantee as hereinafter provided. When portions of construction of the required improvements (water, sanitary sewer, street, sidewalk, greenway or other improvements) are completed by the Developer and determined acceptable by the Director of Public Works, the City Administrator for City is authorized, upon submission of lien waivers by the Developer's Contractors, to reduce the amount of the Performance Guarantee. The amount of the Performance Guarantee may be reduced at the time all underground utilities are installed, tested, and accepted by the City.
 - 2. The amount of the Performance Guaranty remaining shall be equal to one hundred twenty-five percent (125%) of the estimate of the Director of Public Works of costs of required improvements remaining to be completed and accepted and to insure performance against defects in workmanship and materials on work accepted. When the construction on the major components of required improvements have been substantially completed, except for work which cannot be completed because of weather conditions or other reasons which, in the judgment of the Director of Public Works are valid for non-completion, the City Administrator

of City is authorized to accept a reduction in the amount of the Performance Guarantee to an amount which, in the estimate of the Director of Public Works, is sufficient to cover the work remaining to be completed for the required improvements, including performance of the one (1) year warranty and guarantee period against defects in workmanship and materials. As a further guarantee that all obligations under this Agreement for the required improvements are satisfied, the Director of Public Works shall approve, prior to the commencement of construction of the required improvements, the Contractor and subcontractors who are to be engaged in the construction of utilities or street improvements on the street right-of-way to be dedicated. The Common Council of City, at its option, may extend the Performance Guarantee period for additional periods not to exceed one (1) year each if deemed warranted.

- (o) The Developer shall furnish the City of Altoona DPW/Public Works Director a copy of the fully signed final plat, as-built record drawings, plans and files, summary of final project costs, and stamped/signed final plans, specifications, and copies of all required agency approvals including, but not limited to, WDNR, COE, Eau Claire County, etc., prior to the first reduction of the Performance Guarantee.

Upon completion of construction of necessary streets and utilities within a newly developed subdivision, the Developer shall provide the City with the following information regarding the construction:

1. Street Construction:

- (a) Total length of street constructed, in feet, listed individually by street name.
- (b) Total cost of street constructed, listed individually by street name. Cost should include mobilization, traffic control, excavation, crushed aggregate, pavement, sidewalks, street markings, signing, restoration and incidentals
- (c) Total length of concrete curb and gutter installed, in feet, listed individually by street name
- (d) Total cost of curb and gutter installed, listed individually by street name.

2. Storm Sewer Systems:

- (a) Total cost of storm sewer constructed in each individual street constructed, including catch basins.
- (b) Total cost of any storm water detention structure(s) constructed

3. Water and Sanitary Sewer:

- (a) Total footage, size and cost of all water main constructed, listed by street name on which installed. Also include type of water main material used.
- (b) Total number, size and cost of all fire hydrants constructed
- (c) Total number, size and cost of all water laterals installed. Include cost of curb stops and curb boxes. Also include type of material used for laterals.
- (d) Total footage, size and cost of all sanitary sewer main constructed, listed by street name on which installed. Also include type of sewer main material used.

- (e) Total number, size and cost of all sanitary sewer services installed. Also include type of material used for services.

All of the above costs should include the Developer's applicable engineering costs.

This information is necessary as the City is required under GASB 34 to include the cost of all infrastructure in its financial reports, including that infrastructure that was contributed by Developer.

(3) SPECIAL CONDITIONS

- (a) The storm water facilities designed to serve the public improvements in this Project shall be in place prior to creating additional impervious surfaces.
- (b) There shall be not less than two points of vehicle egress via public roadways to and from the Project Area prior to occupancy of any buildings within the Project area.
- (c) All sidewalks and trails within dedicated public right-of-way, or located within easements upon private property, shall be maintained by the adjoining property owner in accordance with Altoona Municipal Code.
- (d) All public roadways and public utilities shall be completed to the property boundary, connecting to the corresponding public roadway or terminated in a fashion approved by the City Engineer, and signed appropriately. "Lanners Lane" and all associated features of the approved civil plan, including but not limited to utilities, trail and sidewalk, and landscaping, shall be completed at the Developer's sole expense and accepted by the City not later than: (a) five (5) years of the date of execution of this agreement; (b) occupancy of any buildings upon adjacent land within the project area; (c) connection to a corresponding public way to the south. The corresponding portion of the performance guarantee shall be retained by the City until all work is inspected and accepted consistent with the standards herein.

(4) MINIMUM ASSESSED VALUATION

Left intentionally blank.

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

Total \$ x

(6) PERFORMANCE GUARANTEE COMPUTATION:

Total \$ x

Total x 125%..... \$ x

(8) SUGGESTED MOTION

I move approval of the development agreement between the City of Altoona and Finland Holding Group, LLC for Finland Flats, and authorize the Mayor to sign subject to provision of the performance guarantee and approval of the civil plan.

DRAFT

[To Agenda>>](#)

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of **THURSDAY, OCTOBER 22, 2020** Council Meeting Items

Provided below for your consideration is a summary of the **THURSDAY, October 22, 2020** Council Meeting agenda items.

(IX) NEW BUSINESS

ITEM 1 -Presentation by the Sculpture Tour of Eau Claire with possible action to follow.

Julie Pangallo, Executive Director of the Sculpture Tour of Eau Claire, recently reached out to City staff to determine the City's interest in being a participant in the annual Sculpture Tour; Julie will be at the meeting to make a presentation regarding the Tour. Participating in the tour would require an annual \$2,500 investment per sculpture by the City. The City would also be required to provide pedestals where the sculptures could be installed. The Sculpture Tour of Eau Claire would handle procurement and installation of the sculptures as well as marketing of the sculpture tour.

There are three existing pedestals for sculptures at the headwaters of Prairie Creek in River Prairie Park; they are all at -grade pedestals and may need to be modified depending on the size and scale of any sculpture.

Another option, if the City wants sculptures in River Prairie Park or elsewhere, would be to have the City buy sculptures each year, rather than rent the sculptures through the Sculpture tour. Attached is a brochure featuring each sculpture in the 2020 tour along with pricing for each sculpture.

Staff is seeking direction from Council on this matter.

Sculpture TOUR

— 2020 —



10 YEARS OF PUBLIC ART
EAU CLAIRE, WI • SCULPTURETOUR.ORG

WELCOME TO SCULPTURE TOUR,

We are celebrating our 10th Season of free public art!

In the past 10 years, we have exhibited over \$5M worth of original outdoor sculpture. We have added 18 pieces to Eau Claire's permanent collection, including 9 People's Choice sculptures... and sold over 30 pieces that remain in the Chippewa Valley. Thousands have taken the tour and vote for their favorite sculpture every season!

Sculpture Tour is a non-profit organization, supported entirely by donations and the sponsorship of generous local businesses. We put in hundreds of volunteer hours to present this exhibit, and strong community support makes it possible.

Our goal is to enhance the quality of life and use free public art to promote:

<i>Tourism</i>	<i>Economic Development</i>
<i>Downtown Revitalization</i>	<i>Education</i>
<i>Active Lifestyles</i>	<i>Community Pride</i>

The real beauty of Sculpture Tour goes beyond the art. **It lies in social inclusion.** Each spring, we install \$500,000+ worth of original outdoor sculpture on our city streets, available to the public 24/7. There are no limits, no admission fees, no barriers to enjoy the artwork. Families make it an annual outing! Several schools, youth groups, and senior centers use it as part of their curriculum or programming.

2020 has been a particularly challenging year, as Covid-19 interrupted our original 10 year anniversary plans. When the economy faltered, we saw a huge impact on our ability to raise sponsorship dollars. But through Covid Relief efforts and a collaboration called Together Chippewa Valley, we amazingly were able to exhibit 54 sculptures... still the 2nd largest tour of this type in the nation!

We are committed to free public art and feel it is important, now more than ever! We look forward to our next decade and hope you enjoy the tour!



Julie Pangallo

Executive Director, Sculpture Tour
www.sculpturetour.org
715-590-2958 • julie@sculpturetour.org

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Brent Douglas Flowers

Maureen McRaith - Vice President
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Artfly & ECPA

Michael Cohen
Cohen Law Offices

Dave Bohlinger
Retired-City of Eau Claire

Elle McGee
Elle McGee Graphic Design

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giles
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THANK YOU
TOM GILES
FOR 10 YEARS
OF BEAUTIFUL
PHOTOS

PEOPLE'S CHOICE SPONSORS:



These business improvement districts sponsor our People's Choice Award, and encourage you to vote for your favorite.



PHOTO BY: MEASHA LEA PHOTOGRAPHY

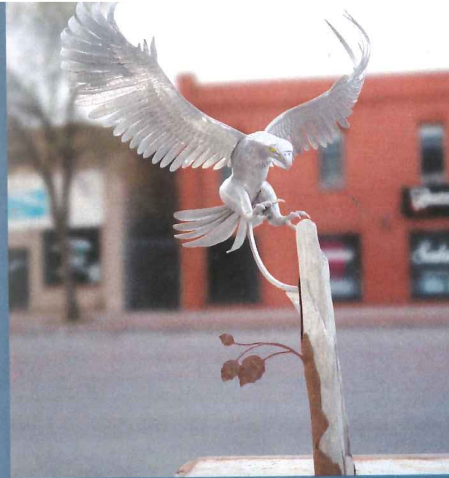
EAU CLAIRE'S COLORBLOCK

ColorBlock is the newest extension of Sculpture Tour, furthering our mission to bring free public art to Eau Claire. The project features original mural art by local and regional artists, and changes annually according to a different theme. ColorBlock strives to be a platform for emerging artists seeking new opportunities, as well as a continuously evolving destination that will keep visitors and community members coming back.

This year brought unforeseen challenges to our inaugural ColorBlock, so we adapted the project to begin in August on the walls of Clear Water Home Care, 615 S Barstow Street. Five murals juried on the theme "Imagination" were completed September 2020, with plans to expand the scale and locations of the project every year. ColorBlock seeks sponsors for each mural, allowing us to provide all paint and supplies, pay artist stipends, and support our non-profit.

Thank you to DECI for the Downtown Enhancement Grant, Clear Water Home Care, and our artists and volunteers.

Find Us on Facebook @colorblock.ec
 colorblock@sculpturetour.org



SEE SOMETHING THAT YOU LIKE?

Eau Claire is proud to offer the 2nd largest sculpture tour of this type in the country, and 35 of these sculptures are for sale!

**Make a statement in front
of your home or business**

**Create a signature for your
neighborhood**

**Choose a sculpture as a
lasting memorial**

To purchase a sculpture or have one created especially for you, contact Julie Pangallo at 715.590.2958 or julie@sculpturetour.org

SPECIAL THANKS TO OUR
INSTALLATION CREW:

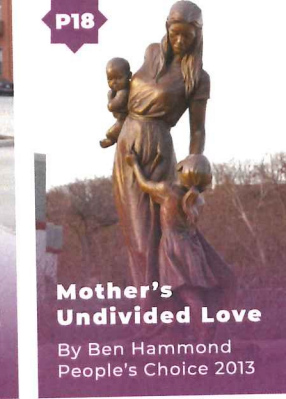
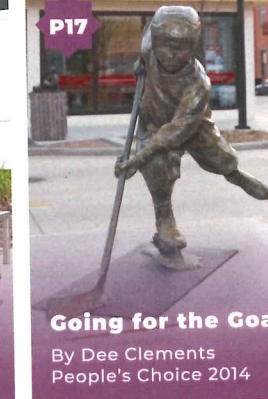
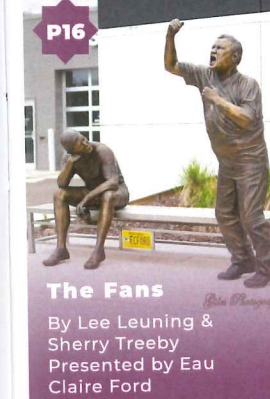
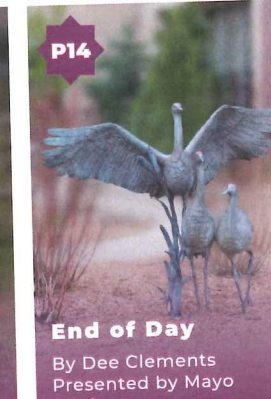
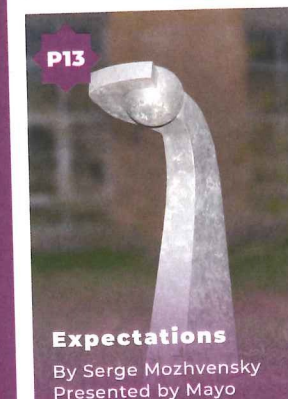
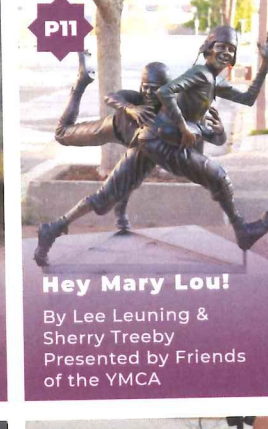
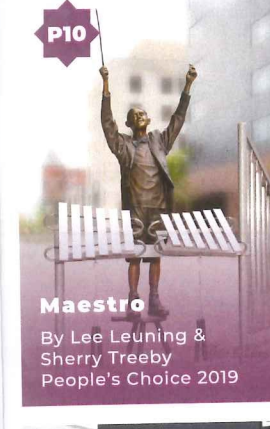
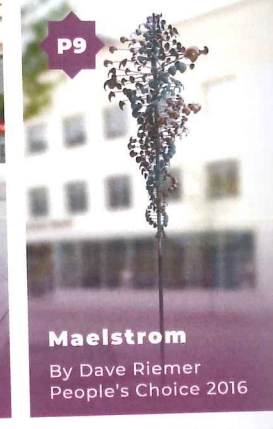
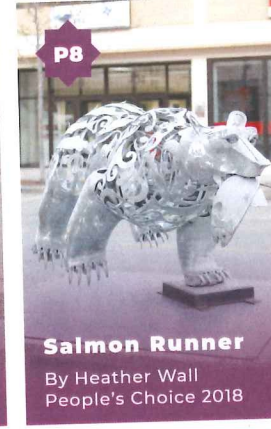
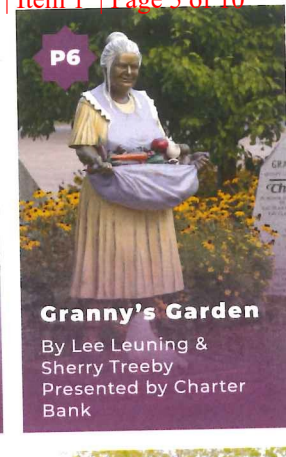
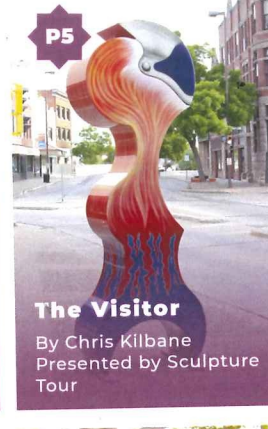
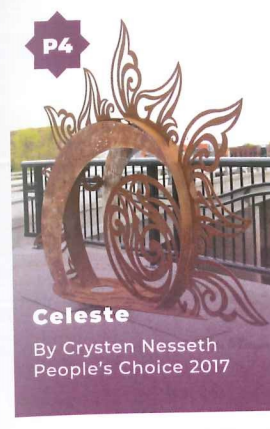
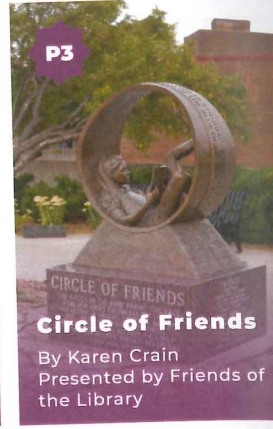
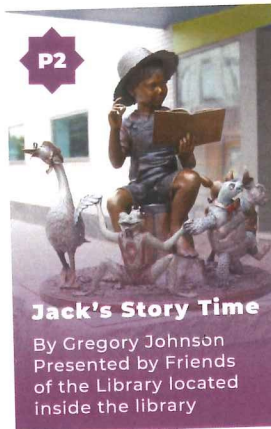
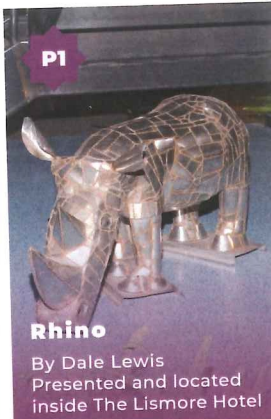


CORY'S CREW
CITY OF EAU
CLAIRE/ STREETS
DIVISION

PEDESTALS FOR
PEOPLE'S CHOICE &
BEST OF SHOW AWARD
WINNERS PROVIDED BY:

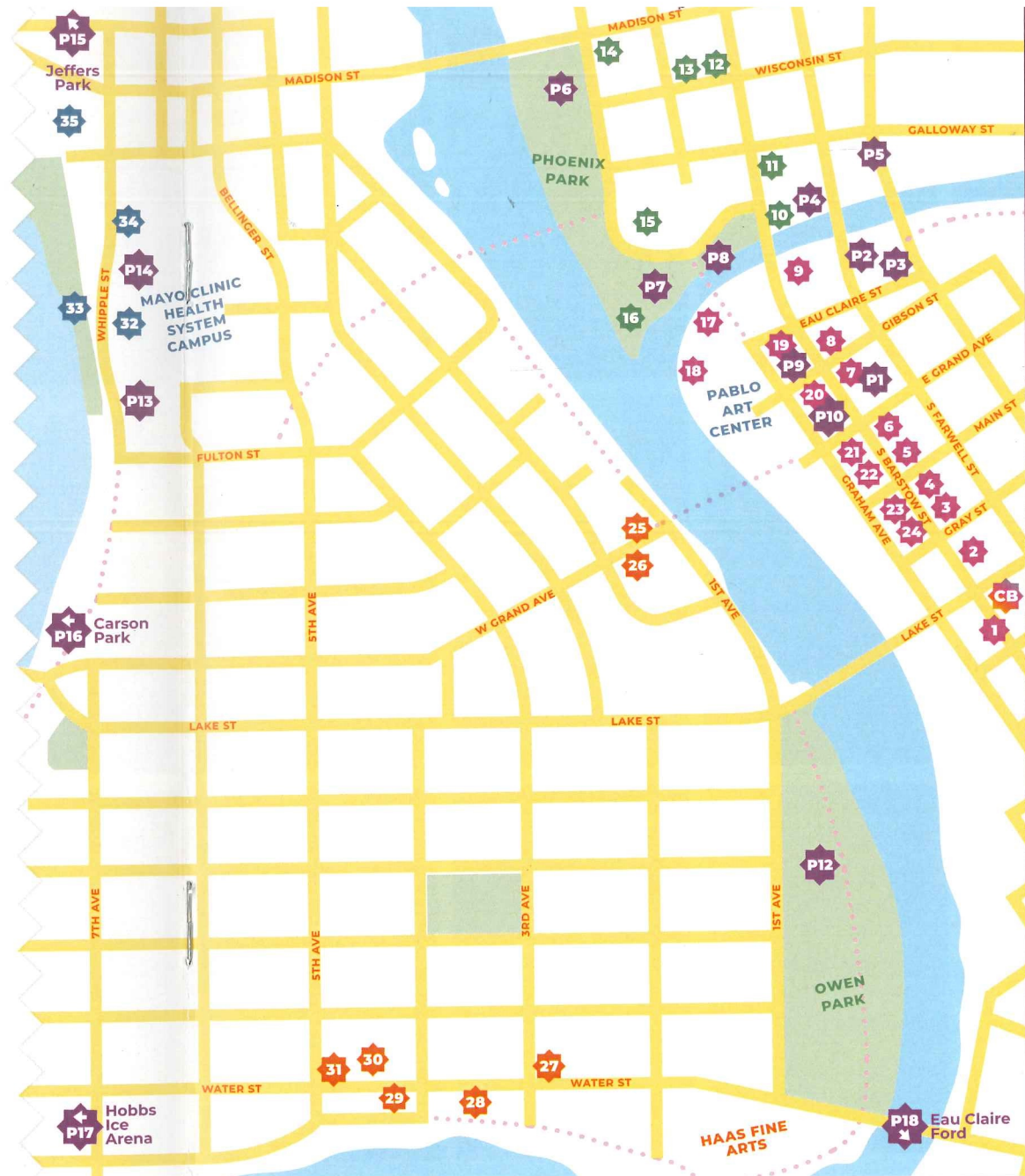


PERMANENT PUBLIC INSTALLATIONS

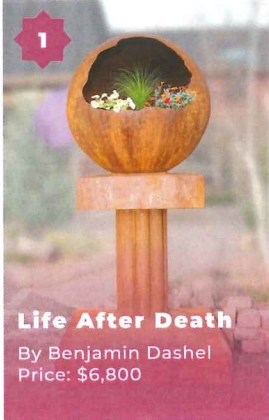


PERMANENT PUBLIC INSTALLATIONS

- 1 **LIFE AFTER DEATH** Sponsor: US Bank
- 2 **AVENUE DREAM CATCHER** Sponsor: Northwestern Bank
- 3 **ANISOPTERA** Sponsor: Classic Moving & Storage
- 4 **ECLIPSE** Sponsor: Eau Claire Ford
- 5 **RECYCLED THUNDER** Sponsor: DECI
- 6 **WHEN DREAMS TAKE FLIGHT** Sponsor: Lasker Jewelers
- 7 **THREE THIEVES** Sponsor: The Lismore Hotel
- 8 **BATTLE OF PERCEPTION** Sponsor: Ruder Ware
- 9 **PEARL** Sponsor: Superior Auto Body
- 10 **VIEWFINDER** Sponsor: Eau Claire Periodontics
- 11 **FAWN** Sponsor: RCU
- 12 **JUST A LITTLE PEACE** Sponsor: Kevin Schwarz, Techné LLC
- 13 **RALPH MOOSE** Sponsor: The Livery, Mogie's, Stella Blues, Mona Lisa's
- 14 **FISH KABOBS** Sponsor: Tess Goodwin
- 15 **BALANCE OF POWER** Sponsor: Jamf & RCU Foundation
- 16 **INGRAIN** Sponsor: Brent Douglas Flowers
- 17 **ROCK DRAGON II** Best of Show 2019 - Other Materials
- 18 **REFLECTIVE MOMENTS** Best of Show 2019 - Bronze
- 19 **ETERNAL SPRING** Sponsor: Charter Bank
- 20 **GLOW FROM WITHIN** Sponsor: Northwest Enterprises Inc
- 21 **WILD WINGS** Sponsor: Ladies of the Traveling Black Pants
- 22 **YOU'RE AWAY** Sponsor: DeborahBecker.com
- 23 **TALKING CROWS** Sponsor: Xcel Energy
- 24 **PAPER BOY** Sponsor: Volume One
- 25 **POUNCING FOX** Sponsor: West Grand BID
- 26 **ROCK FISH** Sponsor: West Grand BID
- 27 **SURVEY** Sponsor: BMO Harris
- 28 **SEAHORSE** Sponsor: Satellite Six
- 29 **JURASSIC SEED** Sponsor: SignArt
- 30 **MONARCHY** Sponsor: Chilson Subaru
- 31 **ARCTIC HUNTRESS** Sponsor: Founder & Supporter Sherry Mohr
- 32 **CATCH OF THE DAY** Sponsor: Mayo Clinic Health System
- 33 **WHIRLWIND OF LIFE** Sponsor: Mayo Clinic Health System
- 34 **HATS OFF BLOWN AWAY** Sponsor: Mayo Clinic Health System
- 35 **SEEKING THE DIVINE** Sponsor: Visit Eau Claire
- CB **COLORBLOCK MURAL PROJECT**

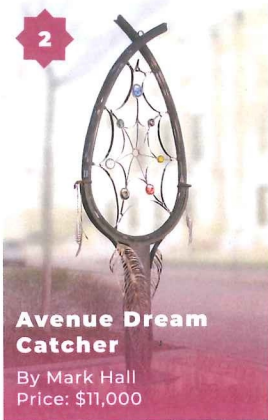


DOWNTOWN



Life After Death

By Benjamin Dashed
Price: \$6,800



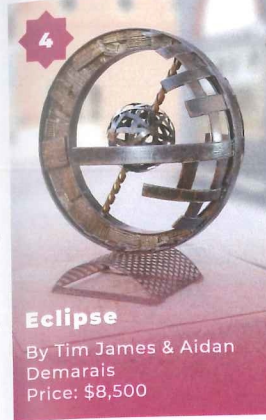
Avenue Dream Catcher

By Mark Hall
Price: \$11,000



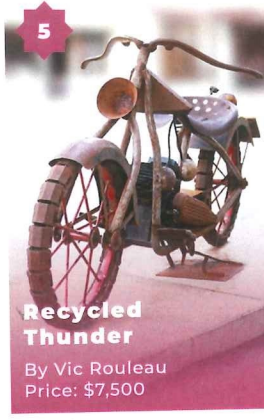
Anisoptera

By Crysten Nesseth
Price: \$3,400



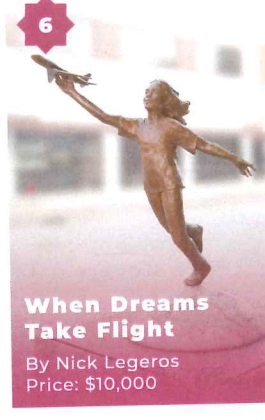
Eclipse

By Tim James & Aidan Demarais
Price: \$8,500



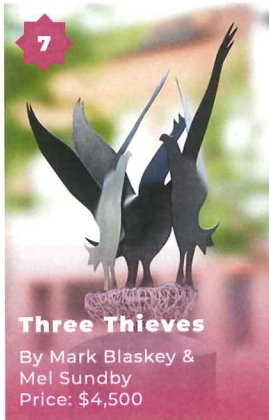
Recycled Thunder

By Vic Rouleau
Price: \$7,500



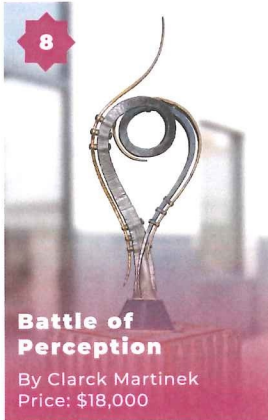
When Dreams Take Flight

By Nick Legeros
Price: \$10,000



Three Thieves

By Mark Blaskey & Mel Sundby
Price: \$4,500



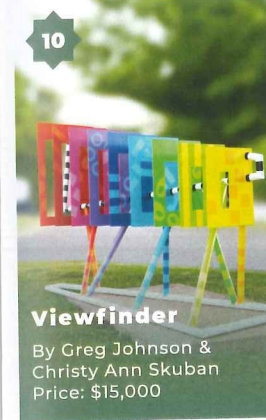
Battle of Perception

By Clark Martinek
Price: \$18,000



Pearl

By T.W. Wolff
Price: \$25,000



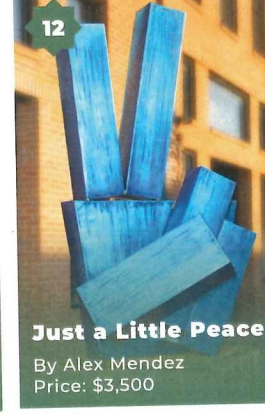
Viewfinder

By Greg Johnson & Christy Ann Skuban
Price: \$15,000



Fawn

By Fritz Hoppe
Price: \$5,900



Just a Little Peace

By Alex Mendez
Price: \$3,500



Ralph Moose

By Martha Pettigrew
Price: \$9,500



Fish Kabobs

By Robert Bruce
Price: \$3,500



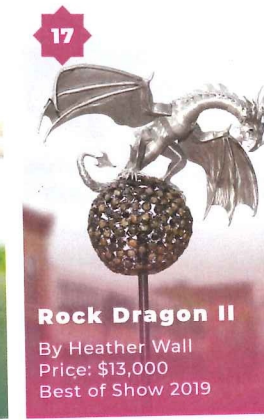
Balance of Power

By Pati Stajcar
Price: \$120,000



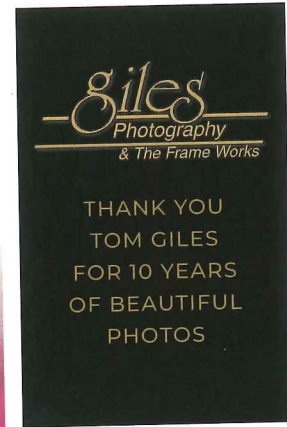
Ingrain

By Dan Ingersoll
Price: \$15,000



Rock Dragon II

By Heather Wall
Price: \$13,000
Best of Show 2019



NORTH BARSTOW STREET & PHOENIX PARK

DOWNTOWN

18



Reflective Moments

By Ruth Gee
Price: \$22,000
Best of Show-Bronze 2019

19



Eternal Spring

By Gregory Mendez
Price: \$11,000

20



Glow From Within

By Tim Adams
Price: \$5,000

21



Wild Wings

Heather Wall
Price: \$8,500

22



You're Away

By Bobbie Carlyle
Price: \$7,800

23



Talking Crows

By Denis Kleine
Price: \$12,000

24



Paper Boy

By Lee Leuning &
Sherry Treeby
Price: \$20,000

25



Pouncing Fox

By Heather Wall
Price: \$5,000

26



Rock Fish

By Dale Lewis
Price: \$7,500

27



Survey

By Eric Thorsen
Price: \$2,900

28



Seahorse

By Dale Lewis
Price: \$8,000

29



Jurassic Seed

By Benjamin Dasher
Price: \$7,100

30



Monarchy

By Crysten Nesseth
Price: \$7,500

31



Arctic Huntress

By Jim Green
Price: \$18,500

32



Catch of the Day

By Abram Dasher
Price: \$6,900

33



Whirlwind of Life

By Travis Sorenson
Price: \$25,000

34



Hats Off Blown Away

By Lee Badger
Price: \$17,600

35



Seeking the Divine

By Leesa Sycyzuk
Price: \$5,000

WATER STREET & GRAND AVE

MAYO CLINIC HEALTH SYSTEM CAMPUS

THANK YOU SPONSORS!



BECOME A DONOR

Complete the information below and mail to:
Sculpture Tour Eau Claire
PO Box 1411, Eau Claire, WI 54702

Name: _____
Business: _____
Email: _____
Phone: _____
Address: _____
City/State/Zip: _____

Select Payment Method

- ☐ Check enclosed, payable to
Sculpture Tour Eau Claire
- ☐ Send me a Bill
- ☐ Credit Card: # _____
Exp. Date: _____ CCV: _____
- ☐ Online at sculpturetour.org/donate

Select Support Level

- | FRIENDS OF THE TOUR | TOUR SUPPORTERS |
|--|---|
| <input type="checkbox"/> Copper \$25 | <input type="checkbox"/> Brochure \$1,000 |
| <input type="checkbox"/> Bronze \$50 | <input type="checkbox"/> Site \$2,000 |
| <input type="checkbox"/> Granite \$100 | <input type="checkbox"/> Event \$5,000 |
| <input type="checkbox"/> Mural \$400 | <input type="checkbox"/> People's Choice \$20,000 |

Who did you enjoy the sculpture tour with?

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> Family | <input type="checkbox"/> Grandparents |
| <input type="checkbox"/> Friends | <input type="checkbox"/> Youth Group |
| <input type="checkbox"/> Significant Other | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> School Group | _____ |

Sculpture Tour Eau Claire is a
501c3 non-profit

VOTE FOR PEOPLES CHOICE

People's Choice Ballot

- | | |
|---|--|
| <input type="checkbox"/> 1. Life After Death | <input type="checkbox"/> 18. Reflective Moments |
| <input type="checkbox"/> 2. Avenue Dream Catcher | <input type="checkbox"/> 19. Eternal Spring |
| <input type="checkbox"/> 3. Anisoptera | <input type="checkbox"/> 20. Glow From Within |
| <input type="checkbox"/> 4. Eclipse | <input type="checkbox"/> 21. Wild Wings |
| <input type="checkbox"/> 5. Recycled Thunder | <input type="checkbox"/> 22. You're Away |
| <input type="checkbox"/> 6. When Dreams Take Flight | <input type="checkbox"/> 23. Talking Crows |
| <input type="checkbox"/> 7. Three Thieves | <input type="checkbox"/> 24. Paper Boy |
| <input type="checkbox"/> 8. Battle of Perception | <input type="checkbox"/> 25. Pouncing Fox |
| <input type="checkbox"/> 9. Pearl | <input type="checkbox"/> 26. Rock Fish |
| <input type="checkbox"/> 10. Viewfinder | <input type="checkbox"/> 27. Survey |
| <input type="checkbox"/> 11. Fawn | <input type="checkbox"/> 28. Seahorse |
| <input type="checkbox"/> 12. Just a Little Peace | <input type="checkbox"/> 29. Jurassic Seed |
| <input type="checkbox"/> 13. Ralph Moose | <input type="checkbox"/> 30. Monarchy |
| <input type="checkbox"/> 14. Fish Kabobs | <input type="checkbox"/> 31. Arctic Huntress |
| <input type="checkbox"/> 15. Balance of Power* | <input type="checkbox"/> 32. Catch of the Day |
| <small>*Not eligible</small> | <input type="checkbox"/> 33. Whirlwind of Life |
| <input type="checkbox"/> 16. Ingrain | <input type="checkbox"/> 34. Hats Off Blown Away |
| <input type="checkbox"/> 17. Rock Dragon II | <input type="checkbox"/> 35. Seeking the Divine |

Sculpture Tour Eau Claire will purchase the winning sculpture and gift it to the city's permanent collection.

THERE ARE 3 WAYS TO VOTE:

- 1) Deposit ballot into a ballot box on route.
- 2) Mail your ballot to Sculpture Tour Eau Claire
PO Box 1411, Eau Claire, WI 54702.
- 3) Vote online at www.sculpturetour.org

*One ballot per person, two votes per IP address.
Voting closes December 31st, 2020*

#SCULPTURETOUREC



SCULPTURE TOUR IS CELEBRATING OUR 10TH SEASON OF FREE PUBLIC ART!

In the past 10 years, we have exhibited over \$5M worth of original outdoor sculpture. We have added 18 pieces to Eau Claire's permanent collection, including 9 People's Choice sculptures... and sold over 30 pieces that remain in the Chippewa Valley. Sculpture Tour continues to grow the free public art scene in Eau Claire with initiatives like Colorblock.

CONTACT INFO

610 S Barstow St
Eau Claire, WI 54701
(715) 590-2958
www.sculpturetour.org
f @sculpturetoureauclore

[To Agenda>>](#)

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of **THURSDAY, OCTOBER 22, 2020** Council Meeting Items

Provided below for your consideration is a summary of the **THURSDAY, October 22, 2020** Council Meeting agenda items.

(IX) NEW BUSINESS

ITEM 2 - Discuss/consider awarding of Contract for 10th Street Recreation Center Audio and Video Technology.

Attached for your review is a spreadsheet that summarizes proposals received for the technology work required for the new 10th Street Recreation Center, including door security, security cameras, network cabling, phone service, video system, audio system and a streaming camera.

The City received five design/build proposals. Each proposer provided a proposal for the portions of the project they could complete. You will note that Goodland Communications was the only contractor to provide a bid for every required part of the project. Staff is recommending that the City contract with Goodland to complete all aspects of the project even though they were not the lowest bidder for every portion of the work for the following reasons:

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

Suggested Motion: I move to approve/not approve the contract for technology installation for the new 10th Street Recreation Center with Goodland Communications for the estimated price of **\$70,203.92**

	Goodland	Decisive Solutions	Audio Architects	Homotech Innovations	Five Star
Networking/WIFI/cablling	\$ 8,519.85	\$ 8,833.98		\$ 8,276.53	\$ 7,053.94
Audio	\$ 18,413.43	\$ 10,938.98	\$ 30,538.99	\$ 19,278.96	
phones	\$ 499.00				
Tvs	\$ 6,056.69	\$ 4,083.90	\$ 30,538.99	\$ 11,345.95	
digital sign	\$ 1,316.65				
microphones	\$ 3,973.64				
cameras 9	\$ 12,672.07			\$ 25,926.50	\$ 12,126.66
access control	\$ 17,766.60			\$ 24,132.50	\$ 17,616.33
streaming camera	\$ 985.99			\$ 2,603.70	
Freight					\$ 394.24
	\$ 70,203.92	\$ 23,856.86	\$ 61,077.97	\$ 91,564.14	\$ 37,191.17

To Agenda>>

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of **THURSDAY, OCTOBER 22, 2020** Council Meeting Items

Provided below for your consideration is a summary of the **THURSDAY, October 22, 2020** Council Meeting agenda items.

(IX) NEW BUSINESS

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

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

Highlights of the lease agreement include:

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

Suggested Motion: I move to approve/not approve the Lease Agreement between the City and Altoona Historical Society for occupancy of the 10th Street Recreation Center located at 2023 9th Street, Altoona, WI 54720.

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Agreement**”) is entered into by and between the **City of Altoona**, a Wisconsin municipality, (“**Landlord**”) and the **Altoona Historical Society, Inc.**, a Wisconsin non-stock corporation (“**Tenant**”).

1. **Premises and Use.** The Landlord, for and in consideration of the terms and conditions contained in this Agreement, leases to Tenant a limited portion of the real estate, including the existing building located at 2023 9th Street, Altoona, Wisconsin, as more particularly shown, set forth, and incorporated herein in Exhibit A (the “**Premises**”). Tenant shall occupy and use the Premises only for historical educational uses, meetings, and fund-raising events.

The Premises shall not include the garage adjacent to the existing building, which is currently used by the Altoona High School tennis team for storage. That adjacent garage shall continue to be used solely and exclusively for storage by the Altoona High School tennis team. Tenant shall not interfere with the Altoona High School tennis team’s use and enjoyment of the adjacent garage during the term of this Agreement.

2. **Term.** The term of this Agreement shall be five (5) years, commencing January 1, 2021 and terminating January 1, 2026 (the “**Term**”).
3. **Base Rent.** Tenant shall pay to Landlord base rent under this Agreement of \$1.00 per year. All base rent payments shall be made in advance, no later than the January 1st of each calendar year the Lease is in effect.
4. **Additions to Base Rent.** In addition to the base rent payable by Tenant to Landlord under Section 3 above, Tenant shall be responsible for and shall pay all expenses relative to the Premises, including, without limitation, maintenance, repair, utilities, any applicable personal property taxes, and assessments.
5. **Tenant Covenants.** Tenant covenants and agrees that during the Term and for such further time as Tenant shall hold the Premises or any part thereof:
 - a. To pay the base rent and any other monies due on the days and in the manner herein provided.
 - b. Not to suffer the interest of the Landlord in the Premises at any time during said Term, to become subject to any liens, charges or encumbrances whatsoever and to indemnify and to keep indemnified the Landlord against all such liens, charges and encumbrances placed thereon by acts of the Tenant.
 - c. Not to use the Premises in any manner contrary to, and to comply with, any and all governmental regulation, rule, law or ordinance now or hereinafter in force.

- d. To surrender, yield and to give up the Premises in a clean and reasonable condition, ordinary wear and tear and damage by fire or other casualty reimbursed by insurance to Landlord excepted, upon the termination of the Agreement.
- e. To maintain, repair or replace, and keep at its own expense, in good condition, all of the Premises occupied by Tenant, including, without limitation, pipes, heating, electrical system, plumbing system, fixtures and all other appliances and appurtenances belonging thereto and all equipment used in connection with the Premises. Such maintenance and repair to be made promptly as and when necessary and in a quality and class at least equal to the condition of the Premises upon commencement of this Agreement. By January 1, 2021, Tenant shall in good, safe, and usable manner, either repair, replace, or remediate, at its own expense the following items identified in the Saltness Home Inspections inspection report for the Premises: (1) repair or replace the gas vent and install a proper cap on the vent; (2) remediate mildew or other similar conditions in the downstairs area of the building.
- f. To obtain, manage and keep in force for the benefit of the Tenant and Landlord general public liability insurance against claims for personal injury, death or property damage occurring on or about the Premises or areas adjacent thereto in such amounts as is ordinary and customary for a commercial building similar to the Premises. To obtain, manage and keep in force for the benefit of the Tenant personal property insurance for property damage to Tenant's personal property occurring on or about the Premises or areas adjacent thereto in such amounts as is ordinary and customary for such personal property. Such insurance to be carried at Tenant's own expense naming Landlord as an additional insured and Tenant shall furnish to Landlord proof of such coverage and provide for noncancellation without thirty (30) days written notice to Landlord.
- g. To maintain and keep in force fire and extended coverage, vandalism, malicious mischief and other casualty insurance to the extent of the fair market value of the Premises. All such insurance shall be at Tenant's sole expense and proof of coverage shall be provided upon execution of this Agreement.
- h. To obtain, maintain and keep in force insurance against damage to Tenant's inventory, equipment, machinery and leasehold improvements and other items owned by Tenant for the benefit and in the name of the Tenant in such amounts as is ordinary and customary. All such insurance shall be at Tenant's expense and Tenant shall furnish to Landlord proof of such coverage to Landlord upon request.
- i. To remove snow from pedestrian walkways on the Premises. (Per the drawing attached to the draft lease, no landscaping is noted)

- j. To accept the Premises “AS IS,” with no representation or warranty of Landlord as to the condition thereof.
 - k. To be responsible for furnishing and paying for all utilities and services desired by Tenant, including, without limitation, electrical, water, phone, fuel, garbage, maintenance, etc.
 - l. Parties do not anticipate Tenant, as a non-profit corporation, will be required to pay property taxes on the Premises provided Tenant uses the Premises in a manner which is consistent with its tax-exempt status. Nonetheless, in the event Tenant uses the Premises in a manner which results in property taxes due against the Premises, Tenant shall pay (subject to proration for periods of time when the Premises is not under lease to Tenant) for all taxes and assessments when due on the Premises, including any and all taxes and assessments upon the property of the Tenant used in the operation of the Premises or in connection with the Tenant’s business conducted on the Premises. In the event of the imposition of any special assessment or assessments which may be paid in annual installments, at Tenant’s option, exercisable by written notice to Landlord, Tenant shall advise the appropriate municipal agency in writing of its intention to elect payment in annual installments, and Tenant shall provide Landlord with a copy of said written communication; and Tenant shall be liable for any such annual installments as shall be due and payable during the term of this Agreement.
6. Landlord Covenants. Landlord covenants and agrees that during the Term and for such further time as Tenant shall hold the Premises or any part thereof:
- a. Tenant may peacefully and quietly have, hold, occupy and enjoy the Premises free from any disturbance by the Landlord or any party lawfully claiming authority through the Landlord. Notwithstanding the foregoing, Landlord or its agents may examine the Premises at any reasonable time.
7. Alterations, Capital Improvement Plan, and Trade Fixtures. Tenant may make structural, cosmetic, and nonstructural alterations and improvements to the Premises only with prior written consent of Landlord and at the sole expense of Tenant. Tenant shall, pursuant to a capital improvement plan, complete any capital improvements to the Premises as mutually agreed between the Tenant and Landlord, at Tenant’s sole expense.
- Trade fixtures and equipment owned by or installed at the cost of Tenant shall remain personal property of Tenant and shall not be deemed to become part of the Premises. Tenant shall have the right to remove such trade fixtures and equipment subject to repair to and restoration of the Premises caused by such removal by Tenant.
8. Waiver of Liability--Hold Harmless and Indemnity Agreement. Other than as a result of Landlord’s breach of the terms and conditions of this Agreement:

- a. Landlord shall not be responsible to Tenant for damage to the Premises or property or business of Tenant, and Tenant shall not have a cause of action nor a right of action to collect for the same against Landlord.
 - b. Tenant does hereby waive any and all right of recovery against Landlord and Landlord's agents for loss occurring to the Premises, Tenant's property or business.
 - c. Tenant shall indemnify and save Landlord free and harmless from any and all claims for injury and damages to persons or property, all costs and expenses, causes of action, suits, claims, demands or judgments of any nature arising from Tenant's use, misuse or occupancy of the Premises or arising from any breach by Tenant of any covenant or obligation made and to be performed by it under the terms of this Agreement.
9. Destruction of Premises. In the event of a full or partial destruction of said premises by fire or other casualty, Landlord may, at its option, terminate this Agreement or rebuild and repair said Premises, and in such case the rent shall proportionately abate during the time between such full or partial destruction and repair or rebuilding thereof, provided that in the event aforesaid, the options allowed to Landlord shall be exercised within thirty (30) days after the event giving rise thereto. Partial destruction shall take place in the event the transaction of Tenant's business upon the demised premises is materially impaired immediately following the destruction or damage by fire or other casualty and during that period that repairs and replacements are being made.
10. Sublet or Assign.
 - a. Tenant shall have no right to sublet or assign this Agreement, expressed or implied, without written consent of Landlord.
 - b. Landlord shall have the right to sell or convey the Premises or to assign its rights, title and interest as Landlord under this Agreement in whole or in part, however, the sale, conveyance or assignment shall be subject to the terms and conditions of this Agreement. In the event of any such sale or assignment other than a security assignment, Landlord shall be relieved, from and after the date of such transfer or conveyance, of liability for the performance of any obligation of Landlord contained herein, except for obligations or liabilities accrued prior to such assignment or transfer.
11. Default; Remedies.
 - a. Events of Default. In the event that:
 - i. Tenant fails to make payment of any amount due by the terms of this Agreement within ten (10) days after the due date thereof; or
 - ii. Tenant fails to keep and perform any of the covenants, agreements, stipulations or conditions herein contained to be by it kept and performed

and such failure continues for fifteen (15) days after written notice of such failure from Landlord to Tenant; or

- iii. Tenant shall make an assignment for the benefit of creditors; or
- iv. A voluntary or involuntary petition is filed by or against Tenant under any law for the purpose of adjudication of Tenant as bankrupt, or for the extension of the time payment, composition, arrangement, adjustment, modification, settlement or satisfaction of the liabilities of Tenant, or for the reorganization of Tenant under the Bankruptcy Act of the United States or any future law of the United States having the same general purpose; or
- v. A receiver is appointed for Tenant by reason and insolvency of Tenant; and such adjudication, order, judgment, decree, custody, or supervision has not been vacated or set aside or otherwise terminated or permanently stayed within sixty (60) days after the date of entry or beginning thereof,

the occurrence of such event shall be a breach of this Agreement and considered an “*Event of Default*.”

- b. Remedies upon Default. Upon the occurrence of any Event of Default, Landlord may, at its option, at any time thereafter give written notice to Tenant specifying such Event of Default and stating that this Agreement shall expire and terminate on the date specified in such notice. If Tenant fails to cure such Event of Default by such date, Landlord may terminate this Agreement by written notice to Tenant, and may thereafter have all remedies available in law or in equity, subject to Landlord’s obligation to mitigate its damages.
- c. Cumulative Rights. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or hereafter existing at law or in equity or by statute.
- d. Other Remedies of Landlord. Landlord, after notice to Tenant and after giving Tenant a reasonable time to cure such default, may perform for the account of Tenant any covenant in the performance of which Tenant is in default. Tenant shall pay to Landlord as additional rent, upon demand, any amount paid by Landlord, including reasonable attorneys’ fees and interest, in the performance of such covenant and any amounts which Landlord shall have paid by reason of failure of Tenant to comply with any covenant or provision of this Agreement, in connection with prosecution or defense of any proceedings instituted by reason of default of Tenant.
- e. Effect of Waiver or Forbearance. No waiver by Landlord of any breach by Tenant of any of its obligations, agreements or covenants hereunder shall be a waiver of any subsequent breach by Tenant of any of its obligations, agreements or covenants,

nor shall any forbearance by Landlord of its rights and remedies with respect to such or any subsequent breach constituted such a waiver. No waiver, change, modification or discharge by either party hereto of any provision in this Agreement shall be deemed to have been made or shall be effective unless expressly in writing.

12. Notice. Any notice, demand, request or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by certified mail and shall be addressed to the party at the address noted under the signature to this Agreement or to such other address as may be, from time to time, designated by written notice.
13. Binding Effect. All the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto to the same extent as if each successor and assign were in each case named as a party to this Agreement. This Agreement may not be changed, modified or discharged except by writing signed by both parties.
14. Waiver. No waiver of any default by Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated and no express waiver shall effect any default other than the default specified in the express waiver, and then only for the time and the extent therein stated. One or more waivers of any covenant, term or condition of this Agreement by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.
15. Separability. Each and every covenant and agreement contained in this Agreement shall for all purposes be construed to be a separate and independent covenant and agreement. The breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein.
16. Headings and Terms. The headings to the various sections of this Agreement have been inserted for convenient reference and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof. The term “person” when used in this Agreement, shall mean the appropriate individual, corporation, partnership, firm, trust, joint venture, business association, syndicate, combination organization or any other person or entity as sense required.
17. Construction of Agreement. Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires. Wherever used herein, the words “Landlord” and “Tenant” shall be deemed to include the heirs, personal representatives, successors, sub-tenant and assigns of said parties, unless the context excludes such construction.
18. Governing Law. This Agreement shall be governed and construed under the laws of the State of Wisconsin where the Premises is located.

19. Entire Agreement. This Agreement, and any other instruments or agreements referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties or agreements except as herein provided.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date(s) set forth below (the latest of which shall be the effective date of this Agreement).

LANDLORD

Dated: _____

By: _____

Name: Brendan Pratt
Title: Mayor, City of Altoona
Address: 1303 Lynn Ave
Altoona, WI 54720

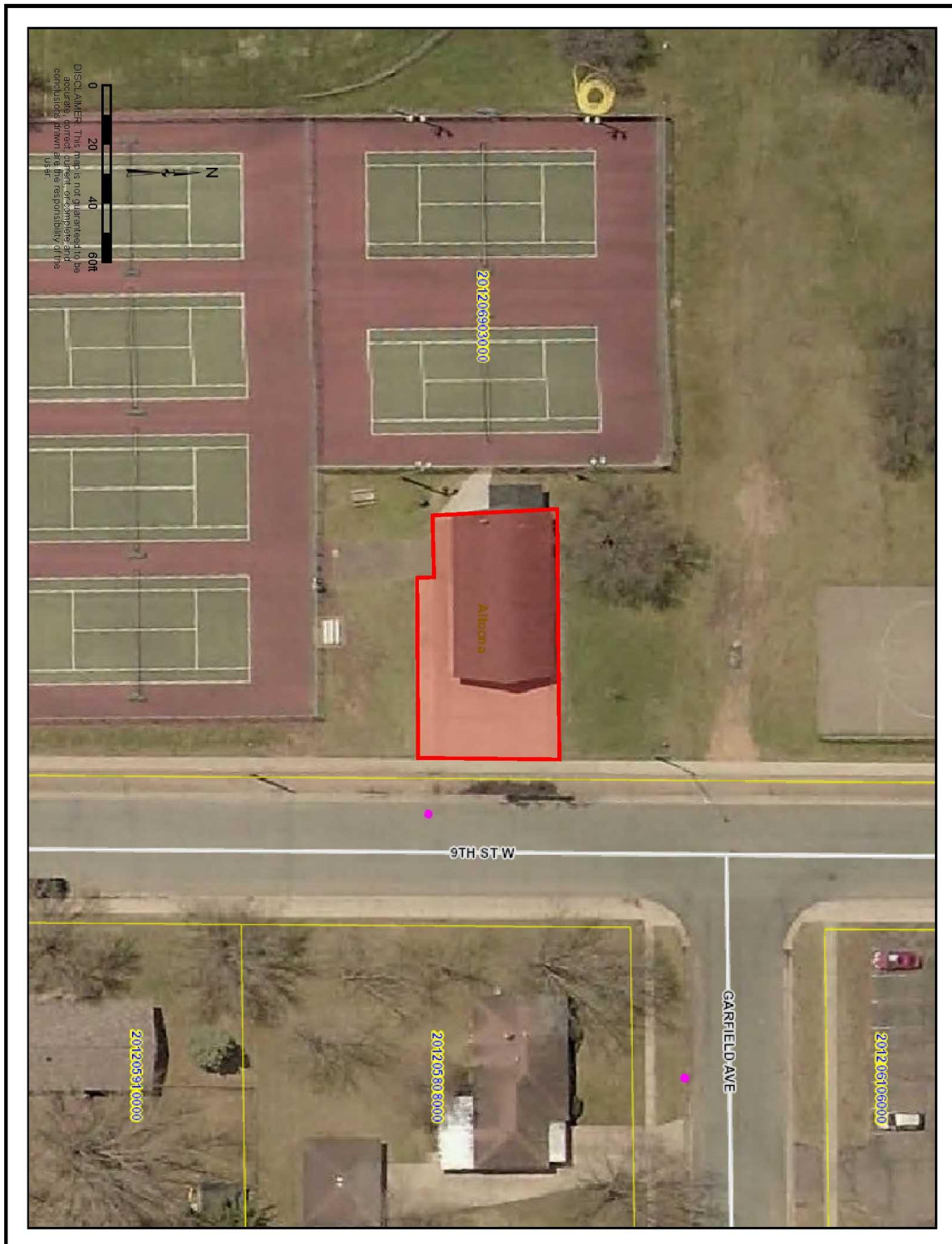
TENANT

Dated: _____

By: _____

Name:
Title:
Address:

Exhibit A



To Agenda>>

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

SUBJECT: Summary of **THURSDAY, OCTOBER 22, 2020** Council Meeting Items

Provided below for your consideration is a summary of the **THURSDAY, October 22, 2020** Council Meeting agenda items.

(IX) NEW BUSINESS

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

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

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

Suggested motion: I move to approve/not approve Ordinance 10A-20, an Ordinance amending Chapter 9.18 creating provisions for a no-wake zone on Lake Altoona.

ORDINANCE NO. 10A-20

An ordinance of the Altoona Common Council amending Altoona Municipal Code Chapter 9.18 “Boating” to create provisions for a no wake zone on Lake Altoona.

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

Section One:

That Chapter 9.18 “Boating” is hereby amended to create Sections 9.18.035, 9.18.045 and 9.18.046 to create provisions for a no wake zone on Lake Altoona.

Section Two: A copy of Chapter 9.18 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 22nd day of October, 2020.

Brendan Pratt, Mayor

Cindy Bauer, City Clerk

Approved: _____

Published: _____

Chapter 9.18

BOATING

Sections:

9.18.010	Intent of provisions.
9.18.020	Definitions.
9.18.030	Applicability and enforcement.
9.18.035	Severability
9.18.040	State provisions adopted by reference.
9.18.045	Slow No Wake
9.18.046	Posting Requirements
9.18.050	Violation—Penalty.

9.18.010 Intent of provisions.

The intent of this chapter is to provide safe and healthful conditions for the enjoyment of aquatic recreation consistent with public rights and interest and the capability of the water resource. (Ord. A-113 § 1, 1975)

9.18.020 Definitions.

The following terms shall have the meanings respectively ascribed to them:

- A. “Designated anchorage” means an area of water established and marked as an anchorage by lawful authority.
- B. “Navigation lane” means an area designated by authorized aids to navigation.
- C. “Public access” means any access to the water by means of public property.
- D. “Shore zone” means all surface water within two hundred feet of the shoreline.
- E. “Slow-no-wake” is defined as the slowest possible speed so as to maintain steerage.
- F. “Swimming zone” means an authorized area marked by regulatory markers to designate a swimming area. (Ord. A-113 § 4, 1975)

9.18.030 Applicability and enforcement.

The provisions of this chapter shall apply to the waters of Lake Altoona within the jurisdiction of the City of Altoona. The provisions of this chapter shall be enforced by **any peace officer as described in WI State Statute 939.22(22)**. (Ord. A-113 § 2, 1975)

9.18.035 Severability.

The provisions of this ordinance shall be deemed severable and it is expressly declared that the City of Altoona would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance or the application to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provisions to other persons or circumstances shall not be affected.

9.18.040 State provisions adopted by reference.

The statutory provisions describing and defining regulations in Wis. Stat. §§ **30.07, 30.29, and** 30.50-30.71 with respect to water traffic, boats, boating, and related water activities and safety, exclusive of any provisions therein relating to the penalties to be imposed or the punishment for violation of said statutes, are adopted and by reference made a part of this chapter. (part, Ord. 2B-15, 2015; Ord. A-113 § 3, 1975)

9.18.045 Slow No Wake.

No person shall operate a boat faster than slow-no-wake in the waters of Lake Altoona between the Lake Altoona Dam and Lake Altoona and that waters between Lake Altoona and the high line extending over the river at any time. These areas shall be appropriately marked by The Altoona Lake District with regulatory buoys to reflect this speed restriction.

9.18.046 Posting Requirements.

The Lake Altoona District shall place and maintain a synopsis of this ordinance at all public access points within the jurisdiction of the City of Altoona pursuant to the requirements of NR 5.15, WI Adm. Code.

9.18.050 Violation—Penalty.

Forfeitures for violation of any of the provisions of Chapters 30.07, 30.29 and 30.50 through 30.71 of the Wisconsin Statutes adopted by reference in Section 9.18.030 shall conform to the forfeitures for violation of comparable state offenses, including any variations or increases for second offenses. (Ord. A-113 § 5, 1975)

[To Agenda>>](#)

(IX) NEW BUSINESS

ITEM 5 - Discuss/Consider Development Agreement between the City and River Ridge LLC for “River Ridge Townhomes”.

See Enclosed:

- Development Agreement: River Ridge Townhomes

The Specific Implementation Plan for River Ridge Townhomes was approved by the City Council on August 27th, 2020. The Plan illustrates 99 dwelling units and associated parking and site improvements for the 4.94-acre property located immediately west of Woodman’s Market on Woodman Drive.

The Development Agreement is an implementation device that binds the Developer to construction of and/or modification to existing public infrastructure, and other associated agreements. Provision of a performance guarantee is included to ensure the covered improvements are completed to City standards. In this case, the Developer is to extend water and sewer through the site.

Following approval, the Developer has continued to work through financing and related details of the project. The Developer is requesting that the City construct the bus shelter proposed for the existing bus stop, with the Developer to maintain and clear snow (as included in the Development Agreement). The City is soliciting quotes for shelters similar to the existing shelter Northwest Quadrant, with materials and finishes that are contextual for this context. This is the most used bus stop in Altoona, and adding the shelter is expected to further increase use, and size would be considered appropriated. If approved, a proposed shelter, budget, and budget amendment will be presented at a future meeting.

Suggested Motion: I move to approve/not approve the development agreement between the City of Altoona and River Ridge LLC for River Ridge Apartments, and authorize the Mayor to sign subject to provision of the performance guarantee and final approval of the civil plan.

City of Altoona, Wisconsin

Development Agreement for River Ridge Townhomes

By City of Altoona and River Ridge, LLC

THIS AGREEMENT is entered into this 14th day of OCTOBER, 2020, between the City of Altoona, Wisconsin, a Wisconsin municipal corporation ("City") and River Ridge, LLC ("Developer") for the development of River Ridge Townhomes ("Project").

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

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

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

WHEREAS, the implementation of the Project consistent with the Site Plan requires modifying existing public utilities and public facilities by the Developer; and

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

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

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

"Contractor" shall mean the general/prime contractor and its subcontractors hired or retained by Developer to construct improvements under this Agreement.

"DPW/CE" shall, at the sole option of the City, include either or both of the City's Director of Public Works or Consulting Engineer.

"Final Project Acceptance" shall mean the written approval by the City of a required improvement as being in substantial compliance with the requirements of this Agreement and

applicable provisions of the City's regulations pertaining thereto. Depending upon the timing of individual aspects of the Developer's performance, there may be one or more final project acceptances under this Agreement.

"Lot Buildout" shall mean such time as when the certificate of occupancy is issued for buildings illustrated and described in the Site Plan.

"Plan", shall mean the zoning permission consistent with Altoona Municipal Code and approved with modifications on August 27th, 2020 or as subsequently amended with appropriate written City approvals.

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

2. The Developer shall, at its own expense, construct water systems, storm drainage facilities, sidewalks, multi-use trails, tree planting, and modify existing public infrastructure consistent with the approved Plan and as specified herein. The aforementioned improvements shall be performed in strict conformity with the Altoona Municipal Code, approved Specific Implementation Plan and associated conditions, applicable City of Altoona Standard Specifications, and, more specifically, requirements outlined in the Special Conditions for Subdivision Development. (**Attachment A**).
3. No work shall commence on the required improvements until written approval of the plans and specifications has been obtained by the Developer from City and this Agreement has been fully executed, including the required insurance and Performance Guarantee. No work shall commence on the required improvements until the Developer, Developer's Engineer, and DPW/Public Works Director and necessary City staff meet on the site for a pre-construction meeting.
4. The Developer shall furnish the City, prior to starting any construction work, with a certified check or irrevocable letter of credit in a form approved by the City Attorney in the amount of One Hundred Twenty Five Percent (125%) of the estimated cost of the required improvements, as a guarantee of the performance by the Developer (the "Performance Guarantee"). The required sum of the Performance Guarantee is set forth in Attachment A to this Agreement. It is understood that the Performance Guarantee shall guarantee all costs of the required improvement specified herein together with engineering, legal, contingency, and inspection expenses. The City shall be named beneficiary of the certified check or irrevocable letter of credit, which shall be held by the City for the duration of the project in its name.

Reduction in the Performance Guarantee may be granted upon written request by the Development as described in **Attachment A**.

5. The Developer shall provide the City with plans and specifications for each of the required improvements prepared by a Registered Professional Engineer licensed in the State of Wisconsin. The plans and specifications shall be prepared in accordance with this Agreement and will be subject to review and written approval by the DPW/Public Works Director or designee. Upon written approval, said plans and specifications shall be incorporated and made a part of this

Agreement as **Attachment B**. No deviation from the approved plans and specifications shall be permitted unless approved in writing by the DPW/Public Works Director or designee.

6. Prior to commencing development on the required improvements, the Developer shall submit, for City approval, a written progress schedule indicating the proposed order of completion of the required improvements covered by this Agreement. Upon approval, said schedule and completion dates are hereby made a part of this Agreement, as **Attachment C**. The Developer shall periodically provide, as well as upon request, progress updates regarding the development schedule and completion dates. Upon receipt of written notice from the Developer of the existence of causes over which the Developer has no control, the City, at its discretion, may extend the completion date, and the Performance Guarantee shall be continued to cover the work performed to construct the required improvements during the extension of time. No construction (including grading) shall start until the schedule is approved.
7. The Developer shall furnish, at its own expense, all engineering services for the project, including but not limited to:
 - (a) Preparation of complete plans and specifications for the required improvements by a registered Professional engineer licensed to practice in the State of Wisconsin.
 - (b) Submittal of Notice of Intent (NOI), as required by Wisconsin Administrative Code.
8. In addition, the Developer shall furnish or perform the following at its own expense, except as otherwise specified herein:
 - (a) Reimbursement to the City for all costs incurred by the City or its agents to complete plan review to assure compliance with the approved plans and specifications.
 - (b) Full-time resident inspection by the Developers' Engineer during all construction activities conducted within the public right-of-way on Public Improvements. No work shall be performed within the public right-of-way unless the Developer's inspector is present on the site. The Developer's inspector shall keep daily inspection records, a copy of which shall be submitted to the DPW/Public Works Director upon reasonable request. The Developer's inspector shall be a Wisconsin Professional Engineer obtained by Developer or working under the supervision of a Wisconsin Professional Engineer obtained by Developer.
 - (c) Upon completion of the required improvements, provision to the City of a full set of as-built record drawings, plans and files in electronic format as well as a summary of all project costs. Said as-built record drawings, plans and files shall be submitted within 60 days of final project acceptance. The Performance Guarantee will not be released until the as-builts are received.
 - (d) Upon completion of the required improvements, the Developer shall provide the City with applicable testing results showing all applicable standards have been met prior to acceptance of the required improvements by the City.

8. The City shall not exercise direct supervision and inspection of the improvements during the construction operations. The DPW/Public Works Director, or designated representative, may make periodic visits to the site of the required improvements and may require that certain tests be made to assure compliance with City standards and the approved plans and specifications. The City shall work with the Developer's Engineer as the official representative of the Developer concerning engineering and construction matters.
9. The Developer agrees that the required improvements shall be completed to the highest quality and performed in a workmanlike manner and that all materials and labor shall be in strict conformity with the approved plans and specifications and improvement standards of the City. All materials, labor and workmanship shall be subject to the inspection and approval of the City or a duly authorized representative of the City. Any material or labor rejected by the City as defective or unsuitable shall be removed and replaced with approved materials and workmanship to the satisfaction and approval of the City. Said removals and replacements shall be at the sole expense of the Developer.
10. Upon completion of all the required improvements, the DPW/Public Works Director and the Developer's Engineer shall make a final inspection of the improvements. Before release of the Performance Guarantee is made, the DPW/Public Works Director shall be satisfied that all work has been completed in accordance with the approved plans and specifications. The Developer's Engineer shall submit a written statement attesting to the same prior to final project acceptance by the DPW/Public Works Director. The Developer shall be responsible for scheduling the final inspection and for receiving a written final acceptance of all the required improvements from the DPW/Public Works Director.
11. The Developer shall warrant and guarantee its own and its Contractor(s) performance as well as all materials supplied by its Contractor(s) and all of the work furnished under this Agreement against any defect in workmanship of material for a period of one (1) year, except that all concrete work shall be warranted and guaranteed for (3) three years, following the date of final project acceptance of the required improvements by the City. Under this warranty and guarantee the Developer agrees to make repair and/or replace, as the case may be, without delay, at his own expense, any failure of any such work due to faulty materials, construction or installation or to the failure of any such equipment to successfully perform all the work put upon it within the limits of the specifications and further shall repair and/or replace, as the case may be, any damage to any part of the work caused by such failure.
12. Insurance Requirements.
 - (a) Developer shall assure its Contractor procures and maintains for the duration of the construction insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the Contractor, his agents, representative, employees or subcontractors.
 - (b) Minimum Scope of Insurance.

Coverage shall be at least as broad as: Insurance Services Office commercial general liability coverage, "occurrence" form CG 0001. Insurance Service Office form number CA 0001 covering automobile liability, code 1 "any auto" and endorsement CA 0025.

Workers' compensation insurance, as required in Wisconsin State Statutes, and employer's liability insurance.

(c) Minimum Limits of Insurance.

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

(d) Verification of Coverage.

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

13. Indemnification.

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

14. It is understood by the Developer that all of the required improvements shall, upon final project acceptance, become City improvements for use by and accommodation of the general public. Developer further agrees to abide by all applicable state laws related to construction of public infrastructure.

15. Attachment A, attached hereto, is incorporated into and made a part of this Agreement by reference. (*SPECIAL CONDITIONS FOR PROJECT DEVELOPMENT*)
16. Attachment B, attached hereto and incorporated herein by reference, are the approved Construction Plans and Specification documents.
17. Attachment C, attached hereto and incorporated herein by reference, is a construction schedule submitted by the Developer and approved by the City.
18. Miscellaneous Terms and Conditions.

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

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

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

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

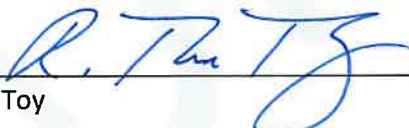
To City: Mike Golat
City Administrator
1303 Lynn Avenue
Altoona, WI 54720
(715) 839-6092

To Developer: River Ridge Townhomes, LLC
3502 Oakwood Hills Parkway, Suite C
Eau Claire, WI 54701
Attn: R. Tom Toy
(715) 579-0123

- (e) **Assignment.**
Developer shall have no right, expressed or implied, to assign its rights and interest under this Agreement, without written consent of the City, which consent may be withheld.
- (f) **Binding Effect.**
All the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto to the same extent as if each successor and assign were in each case named as a party to this Agreement. This Agreement may not be changed, modified or discharged except by writing signed by both City and Developer.
- (g) **Waiver.**
No waiver of any default by Developer hereunder shall be implied from any omission by City to take any action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and the extent therein stated. One or more waivers of any covenant, term or condition of this Agreement by City shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.
- (h) **Separability.**
Each and every covenant and agreement contained in this Agreement shall for all purposes be construed to be a separate and independent covenant and agreement. The breach of any covenant or agreement contained herein by either party shall in no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein.

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

FOR: River Ridge Townhomes, LLC

By: 
R. Tom Toy

FOR: City Of Altoona

By: _____
Brendan Pratt, Mayor

ACKNOWLEDGMENT: Advanced Engineering Concepts (Developer's Engineer)

By: _____

Print Name: _____

Title: _____

Attachments:

Attachment A: Special Conditions for Project Development

Attachment B: Approved Construction Plans and Specifications

Attachment C: Approved Construction Schedule

Attachment A: SPECIAL CONDITIONS FOR PROJECT DEVELOPMENT

(1) PROJECT INFORMATION

PROJECT:

River Ridge Townhomes

DEVELOPER

(Name): River Ridge Townhomes, LLC
(Address): 3502 Oakwood Hills Parkway, Suite C
Eau Claire, WI 54702
(Telephone): 715-579-0123
(Contact Person): R. Tom Toy

ENGINEER

(Name): Advanced Engineering Concepts (AEC)
(Address): 1360 International Drive
Eau Claire, WI 54701
(Telephone): 715-552-0330
(Contact Person): Matt Appel, P.E.

CONTRACTOR

(Name): Royal Construction
(Address): 3653 Greenway Street
Eau Claire, WI 54701

(Telephone): 715-832-1986
(Contact Person): Jim Bunkelman

PERFORMANCE GUARANTEE

Type: Letter of Credit
Amount: \$ XXX

FINANCIAL INSTITUTION (Name): \$\$\$\$
(Address):
(Telephone):
(Contact Person):

(2) SCOPE OF WORK

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

- (a) The Developer shall provide all site grading, sidewalk and multi-use trail construction, erosion and sediment control, potable water systems, storm drainage facilities, sanitary sewers, street improvements, trees and other miscellaneous work in conformance with City standards and approved plans and specifications as necessary.
- (b) The Developer shall pay to the City the actual cost incurred by the City for civil plan review and approval.
- (c) The Developer shall provide, describe, and dedicate all required easements to the City for public use including: drainage and/or utility easements, should any exist. The aforementioned easements shall be dedicated by the Developer upon approval by the City.
- (d) The Developer shall assure that iron monuments are placed and/or preserved at all lot and block corners, and at all angle points on the boundary lines. Iron monuments shall be in place after all work has been completed in order to preserve the lot markers for future property owners and the public interest.
- (e) The Developer shall be responsible for keeping streets within and outside the project area swept clean of dirt and debris that may spill or wash onto the streets from the construction operations.
- (f) The Developer shall be responsible for assuring sediment and erosion control best management practices are implemented during all construction activities. Developer shall also be responsible for the cleaning of the storm drainage facilities, storm sewers, ditches, ponds, etc., necessitated by erosion. The Developer's Performance Guarantee shall cover all required maintenance costs. The Developer shall be responsible to maintain erosion control measures until all work identified in this Agreement been completed. The Developer shall remove all sediments attributed to this development that accumulate in downstream drainage facilities prior to the final release of the Performance Guarantee
- (g) The Developer shall be responsible for requests for underground utility locates for work covered under this Agreement until the City receives the as-built record drawings, plans and files for the completed work. The Developer shall notify local private utilities and direct them to contact the Developer for utility locates

within the actual work limits of this Agreement. The City will continue to be responsible for locating City utilities that were accepted by the City prior to the date of this Agreement and were not modified by this Agreement. The local private utilities include cable television, electric, gas, telephone, and other local communications companies.

- (h) Rock excavation, if any, shall comply with the City engineer's standard specifications.
- (i) Developer shall be responsible for and pay all costs associated with the installation of temporary traffic control signage.
- (j) The Performance Guarantee shall remain in force until the outlined project scope detailed within this Agreement is complete in every respect.
- (k) Reductions in the Performance Guarantee may be authorized and approved based on the following conditions:
 - 1. As work progresses on installation of required improvements constructed as part of this Agreement, the Director of Public Works, upon written request from the Developer from time to time, is authorized to recommend a reduction in the amount of Performance Guarantee as hereinafter provided. When portions of construction of the required improvements (water, street, sidewalk or other improvements) are completed by the Developer and determined acceptable by the Director of Public Works, the City Administrator for City is authorized, upon submission of lien waivers by the Developer's Contractors, to reduce the amount of the Performance Guarantee. The amount of the Performance Guarantee may be reduced at the time all underground utilities are installed, tested, and accepted by the City.
 - 2. The amount of the Performance Guarantee remaining shall be equal to one hundred twenty-five percent (125%) of the estimate of the Director of Public Works of costs of required improvements remaining to be completed and accepted and to insure performance against defects in workmanship and materials on work accepted. When the construction on the major components of required improvements have been substantially completed, except for work which cannot be completed because of weather conditions or other reasons which, in the judgment of the Director of Public Works are valid for non-completion, the City Administrator of City is authorized to accept a reduction in the amount of the Performance Guarantee to an amount which, in the estimate of the Director of Public Works, is sufficient to cover the work remaining to be completed for the required improvements, including performance of the one (1) year warranty and guarantee period against defects in workmanship and materials. As a further guarantee that all obligations under this Agreement for the required improvements are satisfied, the Director of Public Works shall approve, prior to the commencement of construction of the required improvements, the Contractor and subcontractors who are to be engaged in the construction of utilities or street improvements on the street right-of-way to be dedicated. The Common Council of City, at its option, may extend the Performance Guarantee period for additional periods not to exceed one (1) year each if deemed warranted.
- (l) The Developer shall furnish the City of Altoona DPW/Public Works Director a copy of the-as-built record drawings prior to the first reduction of the Performance Guarantee.

(3) SPECIAL CONDITIONS

- (a) The Specific Implementation Plan for River Ridge Townhomes approved by the City Council on August 27th, 2020 as well as any conditions or modifications required for approval are hereby incorporated by reference.
- (b) The Developer, its successors or assigns, agree to maintain the bus shelter and all associated appurtenances and improvements in a workmanlike manner and generally free from ice and snow.
- (c) Easements shall be dedicated for the water main to service the dwellings, and the main shall be looped through the driveway corridor, or other means as approved by the City Engineer in the Civil Plan.

(4) MINIMUM ASSESSED VALUATION

Left intentionally blank.

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

Total Phase I \$ XXX

(6) PERFORMANCE GUARANTEE COMPUTATION:

Total \$ XXX

Total x 125%..... \$ XXX

(7) SUGGESTED MOTION

I move approval of the development agreement between the City of Altoona and River Ridge, LLC for River Ridge Townhomes, and authorize the Mayor to sign subject to provision of the performance guarantee and approval of the civil plan.