

**AGENDA**  
**CITY OF MONONA**  
**Ad Hoc Workgroup on Diversity and Equity Issues**  
**Monona City Hall – Conference Room**  
**5211 Schluter Road, Monona WI**  
**Thursday, January 6, 2022**  
**3:30 pm**

**NOTICE OF ELECTRONIC MEETING**

*Note: Committee Members will meet remotely via Zoom virtual meeting. Additional details below.*

1. Call to Order
2. Roll Call
3. Appearances
  - A. Alder Jennifer Kuhr – Resolution 22-01-2529 Repudiating Racist Covenants in Local Property Records
4. New Business
  - A. Continued discussion on Workgroup charge and tasks.
  - B. Continued discussion regarding future meeting schedule, discussion topics, and future agenda items.
  - C. Update on Vibrant Hydrants project.
  - D. Updates on Other Projects
5. Next Meeting Date – January 20, 2022
6. Adjournment

**Note:** Staff members from the Nehemiah Center for Urban Leadership will serve as advisors to this Ad Hoc Workgroup.

**ELECTRONIC MEETING INFORMATION NOTICE**

Due to the current state of emergency because of the COVID-19 pandemic, this meeting will be conducted via electronic videoconferencing/teleconferencing. As such, it is likely that some or all members of, and a possible quorum, may be in attendance via electronic means and not physically present. In accordance with Wisconsin law, the meeting will remain open to the public. The public may still attend in person at the location stated in this agenda. However, due to the need to maintain social distancing in accordance with Dane County Order #17, and the limited physical space available, the public is encouraged and requested to also attend via electronic means. Directions to do so are listed at the bottom of this agenda. Upon reasonable notice, the needs of disabled individuals will be accommodated through auxiliary aids or services. For additional information or to request this service, contact Alene Houser at 608-222-2525.

**DIRECTIONS TO ATTEND MEETING ELECTRONICALLY**

You may attend via videoconference at <https://us02web.zoom.us/j/81207336269> or by downloading the free Zoom program to your computer at <https://zoom.us/download>. At the date and time of the meeting log on through the Zoom program and enter Meeting ID: 812 0733 6269.

You may attend via telephone conference by calling the following phone number:

PHONE NUMBER: 1-312-626-6799 / MEETING ID: 812 0733 6269, FOLLOWED BY #

Please Mute Your Phone When Not Speaking To Ensure Best Possible Audio Quality.

You can register to appear and speak before the committee by utilizing the [Appearance Before a Committee Form](https://www.mymonona.com/FormCenter/CommitteeApplication-11/Appearance-Before-a-Committee-Citizen-Co-82). Link to form: <https://www.mymonona.com/FormCenter/CommitteeApplication-11/Appearance-Before-a-Committee-Citizen-Co-82>

**Note:** Upon reasonable notice, the City of Monona will accommodate the needs of disabled individuals through auxiliary aids or services. For additional information or to request this service, contact Joan Andrusz at (608) 222-2525 (not a TDD telephone number), FAX (608) 222-9225, or through the City Police Department TDD telephone number 441-0399. The public is notified that any final action taken at a previous meeting may be reconsidered pursuant to the City of Monona ordinances. A suspension of the rules may allow for final action to be taken on an item of New Business. It is possible that members of and a possible quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information or speak about a subject, over which they have decision-making responsibility. Any governmental body at the above stated meeting will take no action other than the governmental body specifically referred to above in this notice.

**Resolution No. 22-01-2529  
Monona Common Council**

**A RESOLUTION REPUDIATING RACIST COVENANTS IN LOCAL PROPERTY RECORDS**

**WHEREAS**, The City of Monona has made a commitment to identify and address racism within the community, and

**WHEREAS**, Deeds with racially restrictive covenants are still on file in Dane County. Homestead Highlands (1942) is one example, and

**WHEREAS**, the documents read in part “Only members of the Caucasian race shall use or occupy any dwelling on said plat, excepting that this covenant shall not prevent occupancy by domestic servants of a different race employed by an owner or tenants.”; and

**WHEREAS**, the aforementioned language is morally repugnant, immoral and has no basis in law having been declared unenforceable under the 14th Amendment to the Constitution of the United States in 1948 by the U.S. Supreme Court in Shelley v. Kraemer, 334 U.S. 1 (1948); and

**WHEREAS**, real property laws are governed by state law, and the City is pre-empted from creating any local ordinance that would change the legal framework governing the formal amendment of existing deed restrictions or covenants; and

**WHEREAS**, such racist covenants are modifiable by the homeowners but the process may, in some instances, prove to be time consuming and costly; and

**WHEREAS**, the City Attorney advises that individual property owners could record a form of repudiation of such covenants on their own property. One such example reads: “We, [name], owners of the property at [address], acknowledge that this deed is subject to an unenforceable, unlawful, restriction or covenant excluding non-Caucasians from this neighborhood. We repudiate this clause and state that we welcome with enthusiasm and without reservation neighbors of all races and ethnicities.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and the Common Council of the City of Monona, Dane County, Wisconsin that the Mayor and Common Council of the City of Monona, Wisconsin, repudiate racist covenants that are enduring signs of embedded and systemic racism in our society.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BY ORDER OF THE CITY COUNCIL  
CITY OF MONONA, WISCONSIN

\_\_\_\_\_  
Mary K. O’Connor  
Mayor

ATTEST:

\_\_\_\_\_  
Alene Houser

City Clerk

Approval Recommended By: Alder Kuhr

Council Action:

Date Introduced: 1-3-2022

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

Racially restrictive covenants prevented the sale of property to non-whites in many suburbs and developments in Dane County. One example is right here in Monona (see attached Homestead Highlands). Along with redlining practices and exclusion from federal housing programs like FHA loans, restrictive covenants like those in Monona contributed to the extreme racial wealth gap linked to home ownership. Owning property is one of the most common ways to build generational wealth. These restrictions that have been illegal for decades are still leading to a startling 48% gap between Black homeownership and white homeownership in Wisconsin according to the National Association of Realtors. Removal or amendment to these racially restrictive covenants will not erase the generational damage that has been caused but allowing them to remain in our community maintains that offensive legacy and calling attention to the existence of such documents shines a spotlight on the larger issue of Wisconsin's home ownership gap.

RESTRICTIONS ON PLAT OF HOMESTEAD HIGHLANDS  
FIFTH ADDITION, VILLAGE OF MONONA, DANE COUNTY,  
WISCONSIN

WHEREAS, John M. Melaas, the owner of the real estate herein-  
after described, desires to file for record the Plat of Homestead Highlands,  
Fifth Addition, in the Village of Monona, Dane County, Wisconsin, and to  
have the lots in said Plat, subject to certain restrictions; and:

WHEREAS, the boundaries of said Plat are described as fol-  
lows:

A tract of land in the Northwest Quarter of the  
Southeast Quarter of Section 17, Town 7 North, Range 10  
East, Dane County, Wisconsin, and described as follows:  
Starting at a point on the North line of the Northwest  
Quarter of the Southeast Quarter of Section 17 distant  
1049.4 feet Easterly from the Northwest corner of said  
Northwest Quarter; thence South 89°-21' East along said  
North line 196.7 feet to a point 62.0 feet West from  
the East line of said Northwest Quarter; thence South  
462.0 feet parallel to the East line of said Northwest  
Quarter; thence South 89°-21' East 62.0 feet to a point  
on East line of said Northwest Quarter; thence South  
along said East line 166.4 feet to a point in North  
line of Lambcley Avenue at Northeast corner of Third  
Addition to Homestead Highlands; thence North 89°21'  
West 186.0 feet along North line of said plat; thence  
South 0°-31' East 60.0 feet; thence North 89°-21' West  
126.3 feet to an iron stake in East line of First Addi-  
tion to Homestead Highlands; thence North 0°-31' West 147.4  
feet; thence North 89°21' West 302.0 feet to an iron stake  
in East line of Midmoor Road; thence North 0°-31' West  
15.0 feet to Northwest corner of Lot 61 of the First  
Addition to Homestead Highlands; thence South 89°-21'  
East 302.0 feet along North line of said Lot 61; thence  
North 0°-31' West 215.3 feet; thence South 89°-21' East  
54.4 feet; thence North 0°-31' West 310.0 feet to point  
of beginning.

NOW, THEREFORE, John M. Melaas, does hereby declare that all  
of the lots in said plat of Homestead Highlands, Fifth Addition, be and the  
same hereby are subject to the following:

1. The lots in the Plat of Homestead Highlands, Fifth Addition,  
shall be used strictly for residential purposes, and no structure shall be  
erected, altered, placed or permitted to remain upon any lot in said plat  
other than one detached single-family dwelling not to exceed two and one-  
half stories in height, and a private one-car or two-car garage.
2. No building shall be located on any lot in said plat nearer than  
thirty (30) feet to, nor farther than forty-five (45) feet from, the front  
lot line, nor nearer than fourteen (14) feet to any side street line, nor  
nearer than seven (7) feet for a one story house or nine (9) feet for a two  
or two and one-half story house to a side lot line; front line set back shall

only be imposed on corner lots on the street on which the house fronts; the front of detached garages shall be at least 10 feet behind the front of the dwelling structures to which they pertain.

3. No structure shall be occupied as residential quarters unless inside sanitary toilet facilities are provided in the structure.

4. An easement is granted over the rear five (5) feet of each of said lots, for the installation, maintenance and repair of utilities.

5. No lot as platted shall be resubdivided; this covenant shall not be construed to prevent the use of two or more lots as one building site.

6. No noxious or offensive trade or activity shall be carried on in said plat, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. This shall not be construed to prevent a family garden or orchard.

7. Only members of the Caucasian race shall use or occupy any dwelling on said plat, excepting that this covenant shall not prevent occupancy by domestic servants of a different race employed by an owner or tenants.

8. No trailer, basement, tent, shack, garage, barn, or outbuilding erected in said plat shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be used as a dwelling.

9. No building previously erected elsewhere shall be moved upon any lot in said plat, excepting new prefabricated construction.

10. So long as John M. Melias, who is the present owner, or John C. McKenna, Jr., have any title to any part of said plat, no building shall be erected or placed thereon until the plans, specifications, and plot plan showing the location of such building have been approved in writing by said present owner and John C. McKenna, Jr., or their agent appointed in writing for said purpose, or if said present owner has no further interest in said plat, then said approval shall be by said John C. McKenna, Jr., or his agent appointed in writing for said purpose. After the said parties cease to have title to any lot or lots in said plat, no building shall be erected or placed on said plat until the plans, specifications, and plot plan showing the location of such building have been approved in writing by a committee of three persons each of whom owns a lot or lots in said plat. The present owner or John C. McKenna, Jr., after a period of seven (7) years from date of plat, or after 65% of the lots in said plat have been sold, whichever occurs first, may elect to assign their rights to approve such plans, specifications, and plot plan to said committee. For the purpose of said election, if any property shall be sold on land contract, the land contract vendee shall be deemed the title holder. The title holder or holders to any lot shall be entitled to but one vote in such election, and regardless of the number of lots owned, no person shall have more than one vote. In the event that such committee is not in existence or fails to approve or disapprove such plans, specifications, and plot plan within ten days after the same have been submitted to any two members of said committee, then such approval shall not be required, providing the design conforms to and in harmony with existing structures in said plat. In any case, either with or without approval, the ground area of any dwelling in said plat, exclusive of open porches and attached garage shall not be less than 650 square feet for one-story dwellings and not less than 1000 square feet for two story dwellings.

11. These covenants and restrictions are covenants and restrictions running with the land and shall be binding on all persons having an interest in said plat until July 1, 1973, at which time the said restrictions and covenants shall terminate.

12. If any person, or his heirs, successors, or assigns, shall violate or attempt to violate any of these covenants and restrictions herein prior to July 1, 1973, it shall be lawful for any person or persons owning any lot or lots in said plat to prosecute any proceedings at law or in equity against the person violating or attempting to violate any such covenant or restrictions.

13. Invalidation of any one of these covenants or any severable part of any covenants, by judgment or court order, shall in nowise affect any of the other provisions which shall remain in full force and effect.

14. All lots shall be subject further to applicable zoning ordinances.

IN WITNESS WHEREOF, the said party has hereunto set his hand and seal this 3rd day of August, A.D. 1948.

Signed and Sealed in Presence of:

Lawrence L. Hermann  
Lawrence L. Hermann

J. C. McKenna  
J. C. McKenna

John M. Melaas  
John M. Melaas

STATE OF WISCONSIN)

COUNTY OF DANE

Personally came before me this 3rd day of August, 1948, the above named John M. Melaas, to me known to be the person who executed the foregoing instrument and acknowledged the same.

J. C. McKenna  
Notary Public, Dane County Wisconsin  
J. C. McKenna

My commission expires: August 19, 1951

RECORDED

AUG 3 1948

150  
Attest: J. C. McKenna



NOT FOR RELICENSE, SUBLICENSE OR ANY OTHER TRANSFER

Agreement as to Restrictions  
Plat of Sylvan Estates

Whereas, Sylvan Estates, Inc. imposed certain restrictions to Plat of Sylvan Estates by Warranty Deed dated June 17, 1954 and recorded July 1, 1954 in Volume 613 of Deeds on page 291 as Document 876033.

Whereas, Sylvan Estates, Inc. are now desirous of removing clause No. 12 of said restrictions which is as follows:

Only members of the Caucasian race shall use or occupy any dwelling on any lot. This shall not prevent occupancy by domestic servants of any race in the employ of an owner or tenant.

Said Restriction No. 12 is hereby removed from said restrictions affecting Sylvan Estates and Second Addition to Sylvan Estates.

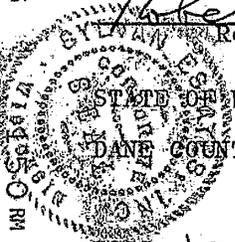
In Witness Whereof, the said Sylvan Estates, Inc. has caused these presents to be signed by LEIF H. SETHNE its President, and countersigned by PRISCILLA H. WOODY its Secretary, at Madison, Wisconsin, and its corporate seal to be hereunto affixed, this 8<sup>th</sup> day of APRIL, 1955.

Signed and Sealed in the presence of:

SYLVAN ESTATES, INC.  
Leif H. Sethne President  
Priscilla H. Woody Secretary

Donald V. Hanson  
Donald V. Hanson  
Robert W. Arthur  
Robert W. Arthur

DANE 93180 APR 12 55



STATE OF WISCONSIN )  
DANE COUNTY ) SS

Personally came before me, this 8<sup>th</sup> day of April, 1955, LEIF H. SETHNE, President, and PRISCILLA H. WOODY Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledge that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

D. V. Hanson  
D. V. Hanson  
Notary Public, Dane County, Wisconsin.

My commission expires Sept. 29, 1957.



Recorded April 12<sup>th</sup> A.D. 1955 at 9:55 o'clock P.M.