
THE CITY of *Altoona*

REVISED – FINAL

AGENDA FOR REGULAR COUNCIL MEETING ON **THURSDAY, January 14, 2021**

6:00 P.M.

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

You may join the January 14 meeting from your computer, tablet or smartphone via

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

WEBINAR ID: 854 7417 0492

WEBINAR PASSWORD: 521742

Or you can also dial in using your phone.

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

WEBINAR ID: 854 7417 0492

WEBINAR PASSWORD: 521742

*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 User Guide>>](#)
- V. Discuss/consider approval of minutes of the December 17, 2020 Regular Council Meeting and December 30, 2020 Special Council Meeting. [To Minutes>>](#)
- VI. REPORTS
 - A. City Officers/Department Heads
 - B. City Committees
- VII. CONSENT AGENDA
 1. Discuss/consider Mayoral Appointment of Kimberlee Brueggeman to the Solis Circle Housing Committee. [To Summary>>](#)
- VIII. UNFINISHED BUSINESS

IX. NEW BUSINESS

Items 6 and 7 have been moved up to the first and second agenda items under New Business along with a Closed Session addition to Item 6

6. Discuss/consider convening in closed session pursuant to the following Wisconsin Stats:
 - A. Wis. Stats 19.85 (1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
 1. Lot 2 of CSM 3047 in River Prairie Development
 2. Lake Road Property parcel #201211502010 and parcel #201101003010.
 3. Property Acquisition from Altoona School District.
 - 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. **River Prairie Townhome 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. Discuss/consider amendment to the Development Agreement for River Prairie Townhome Condominiums. [To Summary and Materials >>](#)
 2. Discuss/consider approval of Ordinance 1A-21, an Ordinance amending Chapter 10.20 of the Altoona Municipal Code to adopt parking restrictions on N. Hillcrest Parkway and Bob Brown Boulevard. [To Summary and Materials>>](#)
 3. Discuss/consider updating the Personnel Manual. (Discussed at the January 13, 2021 Personnel Committee Meeting). [To Summary and Materials >>](#)
 4. Discuss/consider approval of Resolution 1A-21, A Resolution Supporting the Creation of the Chippewa-St. Croix Rail Commission with Counties and Municipalities. [To Summary and Materials >>](#)
 5. Discussion and possible action regarding direction to City Staff in preparation of RFQ for Planning Services for the "Volkman Property". [To Summary and Materials >>](#)

IX. MISCELLANEOUS BUSINESS AND COMMUNICATIONS

X. ADJOURNMENT

Cindy Bauer
City Clerk

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

Speak Your Peace: The Civility Project

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

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

###



[To Agenda>>](#)



ZOOM INSTRUCTION GUIDE

WEBSITE and TELEPHONE

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

ZOOM MEETING INFORMATION:

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

MEETING ID: 854 7417 0492

Webinar Password: 521742

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: 854 7417 0492
3. Enter webinar password: 521742# 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: 854 7417 0492

2

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

Open Zoom Cancel

Launching...

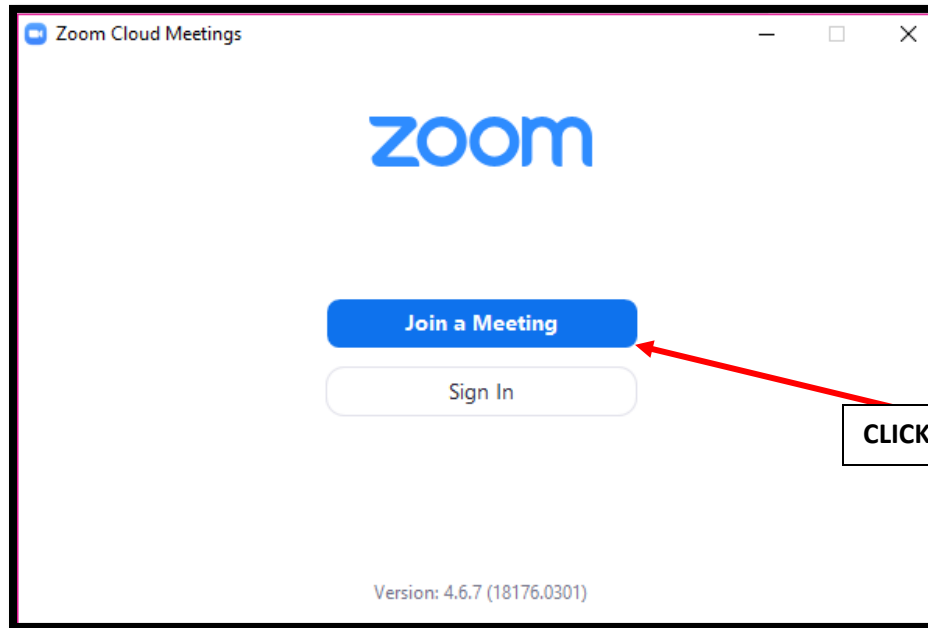
CLICK HERE

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



CLICK HERE

4

The image shows the "Join Meeting" screen in the Zoom application. The title bar says "Zoom". The main heading is "Join Meeting". Below this is a meeting ID input field containing "854 7417 0492". Below the ID field 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: 854 7417 0492" 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 meeting ID: 854 7417 0492

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

5. Enter webinar password on the next screen: 521742




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: 854 7417 0492 

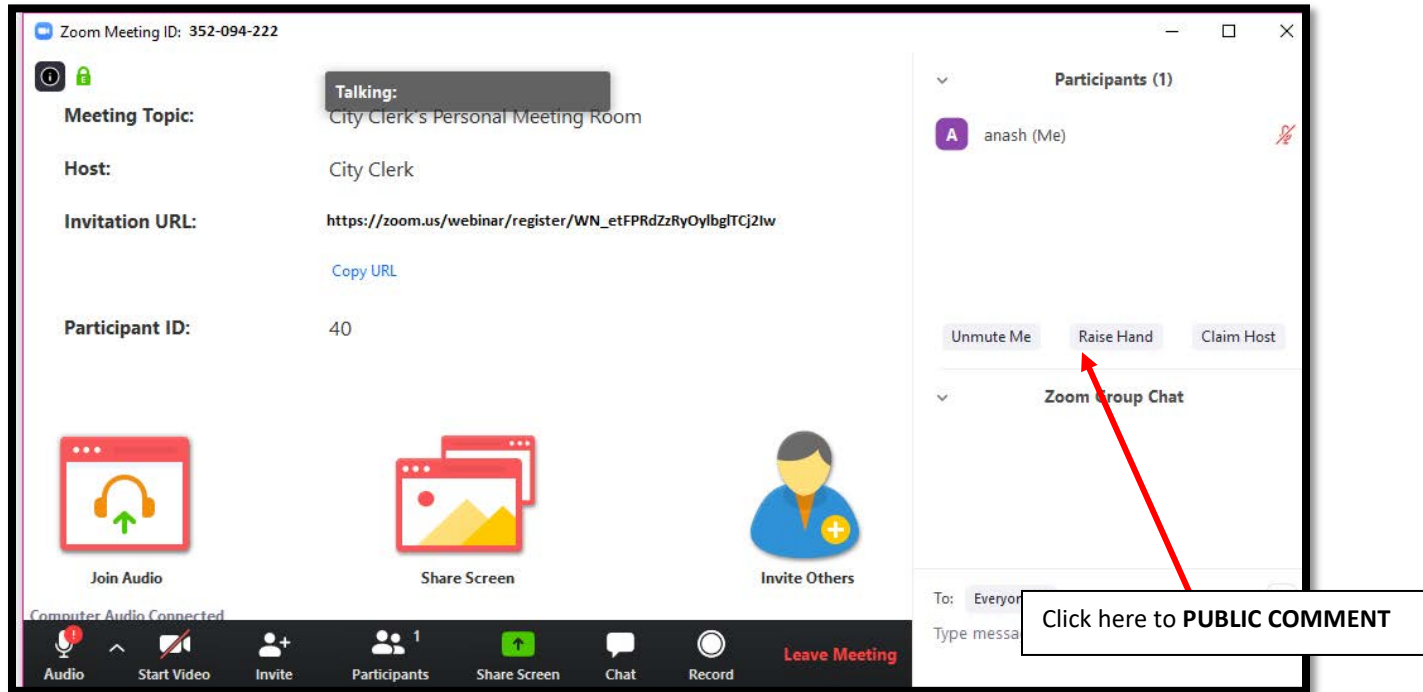
Meeting Password: 521742 

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
December 17, 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 John Behling, City Administrator Michael Golat, City Planner Joshua Clements, Police Chief Kelly Bakken, Public Works/City Engineer (DPW/CE) David Walter, Recreation Manager Debra Goldbach, Management Analyst Roy Atkinson, and City Clerk Cindy Bauer.

(IV) Citizen Participation Period

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

(V) Approval of minutes.

Motion by Lima/Biren to approve the minutes of the December 3, 2020 Regular Council Meeting. **Motion carried.**

(VI) City Officers/Department Heads Report

Police Chief Kelly Bakken gave a monthly report on cases from the Altoona Police Department and gave an update on Donut the Therapy Dog.

City Committee Reports – None.

(VII) Consent Agenda – None.

(VIII) Unfinished Business – None.

(IX) New Business

(1) Discuss/consider approval of Resolution 12C-20, a Resolution confirming Parkland Dedication Fees for 2021 (Discussed at the December 14, 2020 Parks & Rec Committee Mtg).

City Planner Josh Clements explained that this item was discussed by the Parks Board on December 14. Clements said that providing adequate parkland is widely accepted as a fundamental function of government throughout the U.S. One method of ensuring provision of adequate and desirable public lands is to require public dedication or impact fees to support reservation or acquisition of property. This tactic is practiced by many communities throughout Wisconsin, and is specifically enabled through several provisions within Wisconsin Statutes.

City Planner Clements summarized in his Staff Report 20-01D, Altoona has required parkland dedication since at least 1981. The most recent revision to that area of municipal code was 2002 (Ord 4A-02), wherein, among other things, a procedure and formula was established to annually adjust fees in lieu of land dedication. This procedure includes the City Council annually consider a Resolution where those fees are confirmed. Resolution 12C-20 refers to existing municipal code and State Statute to enumerate the parkland dedication fees for 2021. The resolution does not change any existing ordinance, code or policy. The current formula indexes park fees at 50% of the change in equalized value for Eau Claire County, resulting in a 3.68% increase for 2021.

City Planner Clements mentioned that the 2020 parkland dedication fee was confirmed for 2020 with Res 1B-20 earlier this year. The recommendation is that this fee be confirmed in December of each year in conjunction with the Schedule of Fees and availability of equalized values.

Motion by Biren/Lima to approve Resolution 12C-20 Confirming Parkland Dedication Fees. **Motion carried.**

(IX)(2) Discuss/consider approval of Resolution 12D-20, a Resolution amending the City's Bond Schedule for 2021 as referenced in Chapter 1.08 of the Altoona Municipal Code.

Police Chief Bakken explained that the proposed Bond Schedule updates any ordinance violations or code references for 2021. Proposed additions are indicated in bold on the attached bond schedule.

Motion by Rowe/Lima to approve Resolution 12D-20, a Resolution amending the City's Bond Schedule. **Motion carried.** Staff to review the cigarette and marijuana fees for further possible amendment.

(IX)(3) Discuss/consider the 2021 Field Contract Agreement between the City of Altoona and Altoona Youth Softball and Baseball Association (AYSB). (Discussed at the November 23, 2020 Parks & Rec Meeting).

Recreation Manager Debra Goldbach explained the contract between the City and Altoona Youth Softball and Baseball (AYSB) for priority field use during the 2021 softball and baseball season. AYSB expects the same level of field use as previous years. Due to COVID -19 and the uncertainty of being allowed to play games beginning in April, AYSB chose to cancel their leagues for 2020 as did other surrounding leagues.

Goldbach recalled that the 2020 contract provided AYSB would pay \$4,000 in cash and \$750 in kind labor and materials. If AYSB decides to offer a Fall season in 2021, the Association will be billed by the City at the rate of \$8.52 per hour. (We are using the same rate as 2020 as no league events were allowed in 2020 due to COVID-19). Staff recommends Altoona Youth Softball & Baseball 2021 contract to read \$4,000 in cash and \$750 in kind labor and materials for spring/summer field rental. Fall leagues will pay \$8.52 per hour for field rental. The Parks & Recreation Committee recommended approval at its November 23, 2020 Parks & Recreation Meeting,

Motion by Rowe/Lima to approve the 2021 Field Contract Agreement between the City of Altoona and Altoona Youth Softball and Baseball Association for field use as presented. **Motion carried.**

(IX)(4) Discuss/consider 2021 Concession Contract between the City of Altoona and Altoona Youth Softball and Baseball Association (AYSB).

Recreation Manager Goldbach explained the contract between the City of Altoona and Altoona Youth Softball and Baseball (AYSB), which allows AYSB to run the concessions at 10th Street Park in consideration of payment to the City. As previously noted, due to COVID -19, AYSB was not allowed to run practices or games in their 2020 leagues. The concession stand was never used as well. The Concession Lease also allows the AYSB the right to provide concessions in the concessions stand at Cinder City Park for a rental fee of \$100.00 per event usage, or AYSB may use the pavilion building as concessions at no charge. In order for AYSB to use the concessions stand in Cinder City Park, staff must remove all of the contents Friday morning and then restock the concessions stand on Monday morning for the department's use on Monday evening. This \$100.00 per event fee will compensate for staff time. The Parks & Recreation Committee recommended approval at its November 23, 2020 Parks & Recreation Meeting.

Motion by Biren/Rowe to approve the concession agreement between the City of Altoona and Altoona Youth Softball and Baseball Association for the 2021 season. **Motion carried.**

(IX)(5) Discuss/consider approval of the River Prairie Park and Event Center Management Contract and Concession Agreement with King Pin Management of Wisconsin, Inc.

City Administrator Golat explained that at its June 25, 2020 Council Meeting, City Staff and King Pin Management recommended moving the contract renewal to December of each year along with any fee changes. Council approved the extension of the King Pin Management Contract to December 31, 2020. For your consideration is the River Prairie Park and Event Center Management Contract and Concession Agreement with King Pin Management of Wisconsin, Inc. for 2021 effective January 1, 2021.

Pertinent revisions to the contract include:

- Changing the split for catering revenue from 80% King Pin/20% City to 85% King Pin/15% City.
- Changing the split for Chair rental from 30% King Pin/70% City to 35% King Pin/65% City.
- Specifying that a \$250 flat booking fee will be provided to King Pin for each full day booking prior to any distribution of rental revenue as specified in the contract.
- Providing for a special COVID-19 cleaning fee which will be split equally between the City and King Pin if required.

King Pin employees have been excellent to work with and have communicated very well with City staff, always taking a “can-do” approach to every challenge that arises. This has led to a very cooperative and productive working relationship as we find new ways to energize the Event Center and Park. Staff met with KPM management staff to discuss any desired changes to the 2021 contract and both parties agree that the suggested modifications are justified.

Motion by Biren/Sexton to approve the River Prairie Event Center Management and Concession Agreement with King Pin Management of Wisconsin, Inc. effective January 1, 2021. **Motion carried.**

(IX)(6) Discuss/consider approval of Ordinance 12A-20, an Ordinance amending Chapter 3.08, Addendum “A”, the City’s Fee Schedule to establish Fees for 2021.

City Clerk Bauer explained that this is the time of year when staff looks over the schedule of fees and makes adjustments to the fee schedule for the following year. Upon review, staff has determined that the 2021 fees should remain the same as 2020. The only fees that need to be adjusted are the River Prairie Center Fees and River Prairie Outdoor Venue fees.

Motion by Rowe/Stuber to approve Ordinance 12A-20, an ordinance amending Chapter 3.08, Addendum “A”, the City’s Fee Schedule to update fees effective January 1, 2021. **Motion carried.**

Sean Lentz, Financial Advisor for Ehlers gave an update on the City’s Bonding Schedule and the refinancing of the State Fund Trust Loans. The final proposal will be scheduled for the January 14, 2021 Council Meeting.

(IX)(7) Discuss/consider approval of Teamsters Union Contract with the Public Works/Parks Maintenance Department and Clerical employees for the period January 1, 2021 through December 31, 2021.

City Administrator Golat explained the proposed Teamster collective bargaining contracts for the calendar year 2021 for both the clerical and public works/parks union employees. Golat mentioned that the only negotiable item for the contracts is starting base wage for each employment category. The attached contracts, as discussed during budget, reflect a 1% increase to the base wage. Council Members were also provided a letter similar to what the City has provided to the Teamsters since implementation of Act 10 specifying other non-negotiable items the City intends to keep in place including certification premiums and on-call pay. Also, longevity pay remains in place for those that currently have it. The letter also includes the pay structure as recommended by the classification and compensation study completed in 2019 and approved during the budget process.

Motion by Rowe/Lima to approve the Teamsters union contracts with the Public Works/Parks Maintenance Department and Clerical employees for the period January 1, 2021 through December 31, 2021. **Motion carried.**

(IX)(8) Discuss/consider approval of annual application for Manufactured Homes/Manufactured Home Communities license for 2021 submitted by Hillcrest Estates LLC for Hillcrest Estates.

City Clerk Bauer explained the application for Manufactured Homes/Manufactured Home Communities licenses for 2021 submitted by Hillcrest Estates LLC for Hillcrest Estates. This is an annual license to operate and maintain a Manufactured Homes Community in the City of Altoona in accordance with Chapter 17 of the Altoona Municipal Code.

Jae Cho, of Hillcrest Estates LLC submitted the 2021 License application. The application provided was based on the number of buildable “spaces” in the park as referred to in Section 17.04.090 of the Altoona Municipal Code. As you recall Mr. Cho reviewed all the vacant lots in the spring of 2019. Upon inspection, they realized

that many of the lots are unusable due to various reasons; that being slope, size, lack of utilities, etc. They would need very significant improvements or are not usable at all. The total billable lots for 2020 was 443. The amount to be paid for 2021 has not changed; that amount being \$900.00 (\$100 for each 50 spaces or fraction thereof-443 spaces).

Motion by Biren/Lima to approve the Manufactured Homes/Manufactured Home Communities licenses for 2021 submitted by Hillcrest Estates LLC for Hillcrest Estates. **Motion carried.**

(IX)(9) Discuss/consider approval of Resolution 12E-20, a Resolution amending the 2020 General Capital Projects and General Fund Budgets.

City Administrator Golat explained Resolution 12E-20 a Resolution amending the 2020 General Capital Projects and General Fund Budgets. This budget amendment accounts for the following items:

Parks Building Final Costs	\$852,000
Purchase of 211 Division Street	\$110,000
Purchase on Saxonwood Rd	\$ 11,252
Appraisal of the Finley Engineering Building	\$ 2,000
Purchase back of Lot 20 less Commission	\$142,606

Motion by Lima/Rowe to approve Resolution 12E-20, a Resolution amending the General 2020 Capital Projects and General Fund Budgets. **Motion carried.**

(IX)(12) Presentation and Discussion Regarding Public Engagement and survey Instrument for “Windsor Forest Place” UW-Madison Capstone Project.

City Engineer Clements explained that in August of 2020, Clements responded to a call for community-engaged senior capstone projects from the UW-Madison Landscape Architecture program. Clements indicated that Colin Thomasgard selected the project and has been studying the site and collecting precedent studies through the fall semester. The capstone project entails studying the landfill and adjacent property in the Windsor Forest Neighborhood and generate a concept plan that incorporates housing where possible, and community parkland. The project area is approximately 20.25 acres with approximately 6 acres of likely developable property along the north side the landfill and adjacent to Nottingham Way. The City controls all the property except for a portion currently owned by Finley Engineering. The next phase of the project is public engagement with the neighborhood to engage the public in contributing to the envisioned outcome. Mr. Thomasgard has prepared a survey that will be distributed via postcard to all addresses in the Windsor Forest Neighborhood in the coming week. No action.

(IX)(10) Discuss/consider convening in closed session.

Motion by Stuber/Biren to convene in closed session at 7:26 p.m. pursuant to Wis. Stats 19.85 (1)(e)

1. Proposed Transitional Housing Project and Wis. Stats 19.85 (1)(g) Woodman’s Claim for Excessive Assessment. Roll call vote, 6-ayes, Guzman, Stuber, Biren, Sexton, Lima, Rowe, 0-nays. **Motion carried 6-0.**

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

Motion by Lima/Rowe to reconvene in open session at 8:36 p.m. Roll call vote, 6-ayes, Rowe, Lima, Sexton, Stuber, Guzman, Biren, 0-nays. **Motion carried 6-0.**

City Administrator Golat explained that Council discussed two items in closed session, one of which requires action.

Motion by Stuber/Rowe to approve the settlement agreement with Woodman’s as recommended by Legal Counsel and presented by City Administrator Golat. **Motion carried.**

(X) Miscellaneous Business and Communication.

(XI) Adjournment.

Motion by Rowe/Lima to adjourn at 8:53 p.m. **Motion carried.**

Minutes submitted by Cindy Bauer, City Clerk

**CITY OF ALTOONA, WI
SPECIAL COUNCIL MEETING MINUTES
December 30, 2020**

(I) Call Meeting to Order

Mayor Brendan Pratt called the special meeting to order at 4:00 p.m. The Special 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 John Behling, City Administrator Michael Golat, Public Works/City Engineer (DPW/CE) David Walter, Public Works Foreman Scott Kwick, Fire Chief Mark Renderman, Management Analyst Roy Atkinson, and City Clerk Cindy Bauer.

(IV) Citizen Participation Period

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

(V) City Officers/Department Heads Report

City Committee Reports – None.

(VI) Consent Agenda – None.

(VII) Unfinished Business – None.

(VIII) New Business

(1) Discuss/consider convening in closed session.

Motion by Lima/Rowe to convene in closed session at 4:01 p.m. pursuant to Wis. Stats 19.85 (1)(c) 1. Public Works Employment Offer and 2. Fire and EMS Captain Employment Offers. Roll call vote, 6-ayes, Rowe, Lima, Biren, Sexton, Guzman, Stuber, 0-nays. **Motion carried 6-0.**

(VIII)(2) Motion to reconvene to Open Session.

Motion by Lima/Guzman to reconvene in open session at 4:16 p.m. Roll call vote, 6-ayes, Stuber, Guzman, Sexton, Lima, Biren, Rowe, 0-nays. **Motion carried 6-0.**

City Administrator Golat explained that Council discussed items in closed session, all items pertaining to employment offers for the following positions: Public Works Operator, Fire Captain, and EMS Captain.

Motion by Rowe/Lima to accept the three Employment offers as outlined by City Administrator Golat. **Motion carried.**

(X) Miscellaneous Business and Communication.

(XI) Adjournment.

Motion by Lima/Guzman to adjourn at 4:17 p.m. **Motion carried.**

Minutes submitted by Cindy Bauer, City Clerk

REVISED-Final

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

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

Provided below for your consideration is a summary of the **THURSDAY, January 14, 2021** Council Meeting agenda items.

(VII) CONSENT AGENDA

ITEM 1 – Discuss/consider Mayoral Appointment of Kimberlee Brueggeman to the Solis Circle Housing Committee.

As you are aware, there is currently a vacant position on the Solis Circle Housing Committee representing an Ex officio Non-voting member, that being someone who has personally experienced housing insecurity. Kimberlee Brueggeman has expressed interest in filling the vacant position on the Committee.

Mayor Pratt recommends Kimberlee Brueggeman to serve on the Solis Circle Housing Committee to fill the vacant position.

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

(VIII) UNFINISHED BUSINESS

(IX) NEW BUSINESS

Items 6 and 7 have been moved up to the first and second agenda items under New Business along with a Closed Session addition to Item 6.

ITEM 6 - Discuss/consider convening in closed session pursuant to the following Wisconsin Stats:

- A. Wis. Stats 19.85 (1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
 - 1. Lot 2 of CSM 3047 in River Prairie Development
 - 2. Lake Road Property parcel #201211502010 and parcel #201101003010.
 - 3. Property Acquisition from Altoona School District.

- 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. River Prairie Townhome Condominium Project.

Suggested motion: I move to convene in closed session pursuant to WI Stats 19.85 (1)(e) and 19.85 (1)(g).

ITEM 7 – Motion to reconvene to Open Session for the purpose of discussion and possible consideration on the matter entertained in Closed Session.

Suggested motion: I move to reconvene to open session.

ITEM 1- Discuss/Consider amendment to the Development Agreement for River Prairie Townhome Condominiums.

See Enclosed:

- Development Agreement, River Prairie Townhome Condominiums

As you may recall, the Development Agreement for the River Prairie Townhome Condominium project was approved by the City Council on November 5, 2020. The Specific Implementation Plan for the project was approved on August 27th, 2020.

The approved plan illustrated the project completed in two phases. The private drive through the property was to be held with a temporary turn-around. The current Development Agreement stipulates the temporary turn-around may persist for up to 36 months until the remaining private drive must be completed.

Suggested Motion: I move to approve / not approve the amended Development Agreement and authorize the Mayor to sign upon receipt of the development guarantee.

ITEM 2 - Discuss/consider approval of Ordinance 1A-21, an Ordinance amending Chapter 10.20 of the Altoona Municipal Code to adopt parking restrictions on N. Hillcrest Parkway and Bob Brown Boulevard.

The attached ordinance revision enacts new parking regulations, and recognizes existing signage, along N. Hillcrest Parkway. It also contains some minor formatting edits. Maps of the proposed parking prohibitions are attached. The segments include the following.

West of McCann Drive

A previous ordinance adopted parking restrictions along the curves east of 10th Street West. The south side of the road from the curves to McCann Drive has signs posted, but no corresponding ordinance. The attached ordinance revision officially recognizes and adopts the posted NO PARKING prohibition.

East of 3rd Street East

Recent completion of a residential development in this area has resulted in problematic on-street parking. At times, vehicles have been observed parking on both sides of the road. Both the Fire Department and Police Department have requested parking prohibitions to ensure public safety vehicle passage. The proposed ordinance revision includes NO PARKING on both sides from 3rd Street East through the curves. From that point, NO PARKING is proposed along the south side of the remaining roadway to the east.

Please note that residential development is currently under construction on the northwest corner of 3rd Street East and N. Hillcrest Parkway. Staff will monitor parking behaviors upon completion and will respond if necessary.

Bob Brown Boulevard

A recent activity at a business on Bob Brown Boulevard created parking congestion. The proposed ordinance revision includes NO PARKING on the west side of Bob Brown Boulevard, as well as the vehicle turnaround on the north end.

Suggested motion: I move to approve/not approve Ordinance 1A-21, an Ordinance amending Chapter 10.20 of the Altoona Municipal Code.

ITEM 3 - Discuss/consider approval to update the Personnel Manual. (Discussed at the January 13, 2021 Personnel Committee Meeting).

The Personnel and Policy Manual contains updated language for the special exempt positions in the following sections: 8 - Personnel Definitions; 22 - Holidays; 28.2 - Timekeeping and Overtime/Special Exempt Employees.

The manual was also updated, adding clarifying language in the following sections: 8 - Personnel Definitions; 19 - Vacation Leave; 21 - Sick Leave; 27 - Travel Reimbursement Expense; 28.1 (28.3) - Timekeeping and Overtime/Non-exempt Employees, Exempt Employees; 30 - Nepotism; 32 - Work Hours, Work Weeks, Breaks.

For more information, please refer to the revised Personnel Manual which is attached for your review.

Suggested motion: I move to approve/not approve updating the Personnel Manual.

ITEM 4 - Discuss/consider approval of Resolution 1A-21, A Resolution Supporting the Creation of the Chippewa-St. Croix Rail Commission with Counties and Municipalities.

See Enclosed:

- Proposed Resolution 1A-21

The City of Altoona has been invited to adopt a resolution supporting the creation of the Chippewa - St. Croix Rail Commission, joining a total of thirteen counties, villages and cities in the I-94 corridor. The Commission is intended to function as a platform for cooperation and planning for the potential of passenger rail service to the region.

There is no financial cost to participating in support of the creation of the Commission. Staff may dedicate a small amount of time to participate in the Commission, if and when created, to support its intended functions.

Suggested motion: I move to approve/not approve Resolution 1A-21, A Resolution Supporting the Creation of the Chippewa-St. Croix Rail Commission with Counties and Municipalities.

ITEM 5 - Discussion and possible action regarding direction to City Staff in preparation of RFQ for Planning Services for the “Volkman Property”.

See Enclosed:

- Planning Department Memo (2021-0107)
- Draft RFQ for Area Planning Services

As you recall, the City has budgeted funds in 2021 for the completion of an area plan for property located east of the City, including approximately 83 acres acquired by the City in 2020. The intent of the planning process, led by a consultant, is to examine potential land use options, variety of uses and scale, and corresponding arrangement of infrastructure. Please see the enclosed Memo regarding the staff’s intent and considerations in drafting the Request for Qualifications, including items where specific direction is sought.

This planning process is intended to serve as a platform to engage property owners in the area and the public in envisioning the future growth of the City. This planning process is not expected to result in a final plan for the area, but to provide a variety of concepts, considerations, and options to guide how the City will proceed in creating a detailed plan for the area, and approach to development of the City-owned property. Depending upon the project scope that may be achieved by the approved budget, and Council direction, an area plan with sufficient detail for formal adoption may be possible.

The City will be creating a new Comprehensive Plan throughout 2021. The area planning process is expected to contribute additional depth and focus, and be incorporated into the comprehensive plan. RFQ responses for Comprehensive Plan Services are due on February 1.

Staff will guide the City Council through a discussion of the RFQ to gain direction regarding the content of the solicitation. City Staff will engage the Plan Commission in a similar exercise on January 12th.

Suggested motion:

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

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

Provided below for your consideration is a summary of the **THURSDAY, January 14, 2021** Council Meeting agenda items.

(VII) CONSENT AGENDA

ITEM 1 - Discuss/consider Mayoral Appointment of Kimberlee Brueggeman to the Solis Circle Housing Committee.

As you are aware, there is currently a vacant position on the Solis Circle Housing Committee representing an Ex officio non-voting member, that being someone who has personally experienced housing insecurity. Kimberlee Brueggeman has expressed interest in filling the vacant position on the Committee.

Mayor Pratt recommends Kimberlee Brueggeman to serve on the Solis Circle Housing Committee to fill the vacant position.

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

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

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

Provided below for your consideration is a summary of the **THURSDAY, January 14, 2021** Council Meeting agenda items.

(IX) NEW BUSINESS

ITEM 1- Discuss/Consider amendment to the Development Agreement for River Prairie Townhome Condominiums.

See Enclosed:
Development Agreement, River Prairie Townhome Condominiums

As you know, the Development Agreement for the River Prairie Townhome Condominium project was approved by the City Council on November 5, 2020. The Specific Implementation Plan for the project was approved on August 27th, 2020.

The approved plan illustrated the project completed in two phases. The Development Agreement identified and required a financial guarantee for the Phase I public infrastructure only. The private drive through the property was to be terminated with a temporary turn-around until the commencement of Phase II, and the Agreement stipulates the temporary turn-around may persist for up to 36 months until the remaining private drive must be completed.

The Developer has requested necessary amendments to complete the River Prairie Townhome Condominium project in a single phase. The enclosed Development Agreement is revised to be implemented as a single phase project. Changes are highlighted and illustrated in red text. Modifications to the Agreement do not change the approved plan or the final project.

Suggested Motion: I move to approve / not approve the amended Development Agreement and authorize the Mayor to sign upon receipt of the development guarantee.

City of Altoona, Wisconsin

Development Agreement for River Prairie Townhome Condominium

By City of Altoona and GRIP Development, LLC

THIS AGREEMENT is entered into this _____ day of _____, 2021, between the City of Altoona, Wisconsin, a Wisconsin municipal corporation ("City") and GRIP Development, LLC ("Developer") for the development of River Prairie Townhome Condominium ("Project").

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

WHEREAS, the City has an accepted Purchase Agreement from the Developer dated May 28th, 2020, as may be amended, for the land subject to this Project, and this Agreement serves in addition to any provisions attached to the Purchase Agreement; and

WHEREAS, the implementation of the Project consistent with the Specific Implementation Plan requires modifying existing public utilities and public facilities, and constructing new 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 **all** buildings illustrated and described in **PHASE I of** the Specific Implementation Plan.

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

“Specific Implementation Plan” (“Plan”), shall mean the zoning permission consistent with Altoona Municipal Code and approved with conditions on August 27th, 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 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: GRIP Development, LLC
2601 Morningside Drive
Eau Claire, WI 54703
Attn: Jason Griepentrog, Managing Member
(715) 225-1923

- (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: **GRIP Development, LLC**

By: _____
Jason Griepentrog, Managing Member

FOR: **City Of Altoona**

By: _____
Brendan Pratt, Mayor

ACKNOWLEDGMENT: Everyday Surveying and Engineering LLC (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 Prairie Townhome Condominium

DEVELOPER
(Name): GRIP Development, LLC
(Address): 2601 Morningside Drive
Eau Claire, WI 54703
(Telephone): 715-225-1923
(Contact Person): Jason Griepentrog

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): GRIP Development, LLC
(Address): 2601 Morningside Drive
Eau Claire, WI 54703
(Telephone): 715.829.9756
(Contact Person): Matt Bartow

PERFORMANCE GUARANTEE

Type: Letter of Credit
Amount: ~~\$ 106,629~~ \$ 297,857

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, trails and walkways 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

Multi-use Trails and other walkways shall be constructed in accordance with the Specific Implementation Plan for “River Prairie Townhome Condominium” 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) All of the required improvements **for Phase I**, as indicated in the approved plans, must be completed within one (1) year from the date of this Agreement.
- (l) The Performance Guarantee shall remain in force until the outlined project scope detailed within this Agreement is complete in every respect.
- (m) 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.

- (n) 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 conditions of approval of the **General Implementation Plan** and **Specific Implementation Plan** by the City of Altoona Common Council for "River Prairie Townhome Condominium" on August 27th, 2020 as well as any conditions listed on the Offer to Purchase of the subject properties between the City and Developer dated May 28th, 2020 or as subsequently amended are hereby incorporated by reference.
- (b) A development sign depicting an illustration of the finished project shall be erected at the site visible to passers-by, prior to clearing any existing trees or commencing land disturbance activities. The sign shall remain and be maintained until **Phase I is complete occupancy permits have been issued for all buildings illustrated in the approved plan.**
- (c) The entirety of the private drive **shown in the approved plans, including Phase I and Phase II,** shall be completed **no later than 36 months following** prior to occupancy of the fourth building in the development **any buildings in Phase II.** The interim turn around area shall be maintained as an all-weather surface, free from erosion and cleared of snow. All occupied buildings shall be served by improved surfaces consistent with Altoona Municipal Code.
- (d) All reasonable measures shall be utilized to prevent the spread of Oak Wilt disease.
- (e) The Developer shall create and the City approve of a Traffic Control Plan prior to undertaking construction activities. The Developer shall coordinate with the City regarding temporary closures or other traffic disruptions on Lake Road **or the public multi-use trail** due to utility work, **road pavement** restoration, construction or any other activities associated with this Project.

(4) MINIMUM ASSESSED VALUATION

Left intentionally blank.

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

Total ~~Phase I~~ \$ ~~85,303~~ 238,285

(6) PERFORMANCE GUARANTEE COMPUTATION:

Total \$ ~~85,303~~ 238,285

Total x 125%.....\$ ~~106,629~~ 297,857

(7) SUGGESTED MOTION

I move approval of the development agreement between the City of Altoona and GRIP Development for River Prairie Townhome Condominium and authorize the Mayor to sign subject to provision of the performance guarantee and final approval of the civil plan.

DRAFT

REVISED

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

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

Provided below for your consideration is a summary of the **THURSDAY, January 14, 2021** Council Meeting agenda items.

(IX) NEW BUSINESS

ITEM 2 - Discuss/consider approval of Ordinance 1A-21, an Ordinance amending Chapter 10.20 of the Altoona Municipal Code to adopt parking restrictions on N. Hillcrest Parkway and Bob Brown Boulevard.

The attached ordinance revision enacts new parking regulations, and recognizes existing signage, along N. Hillcrest Parkway. It also contains some minor formatting edits. Maps of the proposed parking prohibitions are attached. The segments include the following.

West of McCann Drive

A previous ordinance adopted parking restrictions along the curves east of 10th Street West. The south side of the road from the curves to McCann Drive has signs posted, but no corresponding ordinance. The attached ordinance revision officially recognizes and adopts the posted NO PARKING prohibition.

East of 3rd Street East

Recent completion of a residential development in this area has resulted in problematic on-street parking. At times, vehicles have been observed parking on both sides of the road. Both the Fire Department and Police Department have requested parking prohibitions to ensure public safety vehicle passage. The proposed ordinance revision includes NO PARKING on both sides from 3rd Street East through the curves. From that point, NO PARKING is proposed along the south side of the remaining roadway to the east.

Please note that residential development is currently under construction on the northwest corner of 3rd Street East and N. Hillcrest Parkway. Staff will monitor parking behaviors upon completion and will respond if necessary.

Bob Brown Boulevard

A recent activity at a business on Bob Brown Boulevard created parking congestion. The proposed ordinance revision includes NO PARKING on the west side of Bob Brown Boulevard, as well as the vehicle turnaround on the north end.

Suggested motion: I move to approve/not approve Ordinance 1A-21, an Ordinance amending Chapter 10.20 of the Altoona Municipal Code.

ORDINANCE NO. 1A-21

An ordinance of the Altoona Common Council amending Chapter 10.20 of the Altoona Municipal Code “Stopping, Standing and Parking”, more specifically Section 10.20.010 T. and W. to add parking restrictions on N. Hillcrest Parkway and Bob Brown Boulevard.

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

Section One: That Section 10.20.010 of the Altoona Municipal Code is hereby amended.

Chapter 10.20

STOPPING, STANDING AND PARKING

10.20.010 Parking prohibited where.

No vehicle shall be parked or left standing on the following streets or avenues, either day or night:

~~_____ T. Both sides of North Hillcrest Parkway starting at the intersection with 10th Street West going easterly and along the S-Curve until the common property line of lot addresses 2136 and 2204;~~

T. North Hillcrest Parkway, along the following segments;

- 1. North side, starting at the intersection with 10th Street West going easterly and along the S-Curve until the common property line of lot addresses 2136 and 2204;**
- 2. South side, the entire length, from 10th Street West to McCann Drive;**
- 3. South side, the entire length, from 3rd Street East to the east end;**
- 4. North side, from 3rd Street East to a point 610 feet east of 3rd Street East.**

U. The inside curve of each L-shaped intersection as identified by the city engineer and accordingly marked by the chief of police to give all motor vehicle operators notice of the parking restriction.

V. Tenth Street, the east side from North Hillcrest Parkway to a point ninety (90) feet north. (Ord 10C-16, 2016)

W. Bob Brown Boulevard, the west side and north turnaround.

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

Dated this 14th day of January , 2021.

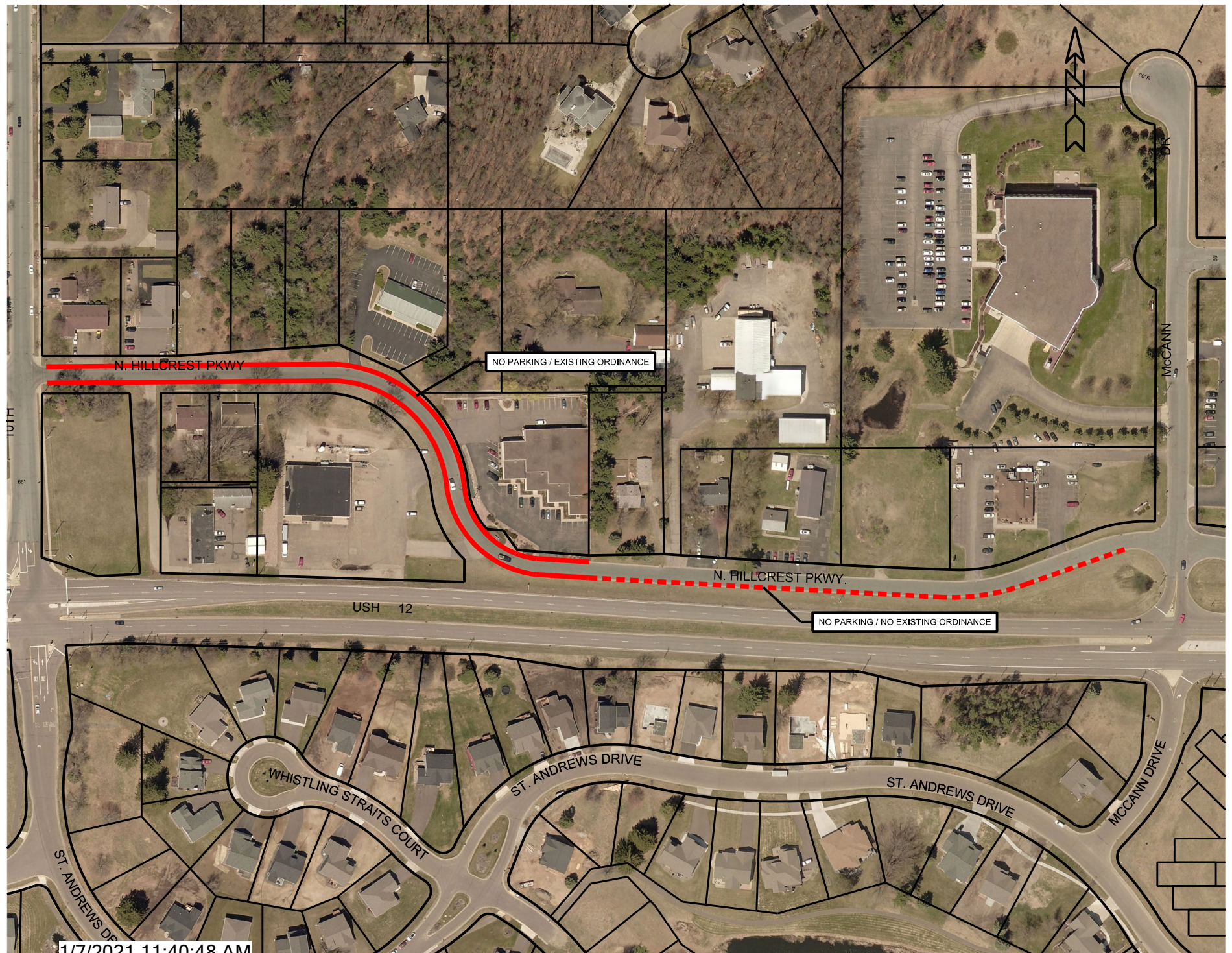
Brendan Pratt, Mayor

Cindy Bauer, City Clerk

Approved: _____

Published: _____

Adopted: _____



1/7/2021 11:40:48 AM



MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

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

Provided below for your consideration is a summary of the **THURSDAY, January 14, 2021** Council Meeting agenda items.

(IX) NEW BUSINESS

ITEM 3 - Discuss/consider approval to update the Personnel Manual. (Discussed at the January 13, 2021 Personnel Committee Meeting).

The Personnel and Policy Manual contains updated language for the special exempt positions in the following sections: 8 - Personnel Definitions; 22 - Holidays; 28.2 - Timekeeping and Overtime/Special Exempt Employees.

The manual was also updated, adding clarifying language in the following sections: 8 - Personnel Definitions; 19 - Vacation Leave; 21 - Sick Leave; 27 - Travel Reimbursement Expense; 28.1 (28.3) - Timekeeping and Overtime/Non-exempt Employees, Exempt Employees; 30 - Nepotism; 32 - Work Hours, Work Weeks, Breaks.

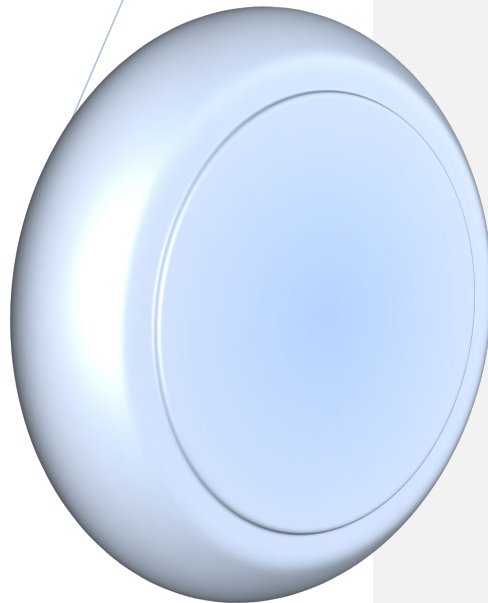
For more information, please refer to the revised Personnel Manual which is attached for your review.

Suggested motion: I move to approve/not approve updating the Personnel Manual.

CITY OF ALTOONA

PERSONNEL AND POLICY MANUAL

**Amended & Approved by Council
1/14/2021**



CITY OF ALTOONA PERSONNEL MANUAL

Index

Section 1	Purpose of Manual	Pg. 2
Section 2	Personnel Management Objectives	Pg. 3
Section 3	Employee Relations	Pg. 3
Section 4	Equal Employment Opportunity	Pg. 6
Section 5	Exceptions to Personnel Policies and Procedures	Pg. 6
Section 6	Personnel Committee and Personnel Management	Pg. 6
Section 7	Code of Ethics	Pg. 7
Section 8	Personnel Definitions	Pg. 10
Section 9	Types of Positions and Personnel Classifications	Pg. 10
Section 10	Employee Selection Process/Notification	Pg. 11
Section 11	Probationary Period	Pg. 13
Section 12	Performance Evaluation	Pg. 14
Section 13	Employee Discipline and Grievance Procedure	Pg. 14
Section 14	Work Rules	Pg. 16
Section 14	Social Media Policy	Pg. 19
Section 15	Separation from Employment	Pg. 21
Section 16	Retirement	Pg. 21
Section 17	Exit Interviews	Pg. 21
Section 18	Employee Training and Education	Pg. 21
Section 19	Vacation Leave	Pg. 22
Section 20	Worker's Compensation	Pg. 24
Section 21	Sick Leave	Pg. 24
Section 22	Holidays	Pg. 25
Section 23	Insurance	Pg. 26
Section 24	Direct Deposit Requirement and Payroll Deductions	Pg. 28
Section 25	Leaves of Absence	Pg. 28
Section 26	Current Compensation Schedules	Pg. 31
Section 27	Travel Reimbursement Expense	Pg. 31
Section 28	Timekeeping and Overtime	Pg. 32
Section 29	Personnel Records	Pg. 34
Section 30	Nepotism	Pg. 35
Section 31	Review and Enforcement	Pg. 36
Section 32	Work Hours, Work Weeks, Breaks	Pg. 36
Attachment "A" - Employee Receipt Form		Pg. 37

1. PURPOSE OF MANUAL

This Manual summarizes the general personnel guidelines, policies, and procedures of the City of Altoona. The Manual also includes information regarding responsibilities and privileges of City Employees and benefits available to City Employees. Written documentation promotes the understanding of general personnel guidelines, policies and procedures related to City personnel issues.

This Manual is not intended to cover all conditions or aspects of employment with the City of Altoona. The Manual is also not intended to define all benefits available to City Employees. This is particularly true in relation to employees covered by the provisions of collective bargaining agreements or other employment contracts. There may be some variance in the administration of policy and benefits between each of the collective bargaining agreements and those identified in this manual.

It may be necessary, therefore, to refer to the appropriate collective bargaining agreement or employment agreement to determine if variations exist. The provisions contained in this Personnel Manual shall prevail wherein the collective bargaining agreements or other employment agreements are silent. The City's administration and interpretation of the provisions contained in the Personnel Manual will govern wherein conflicts arise between the Manual and the collective bargaining agreements or other employment agreements and the collective bargaining agreements or other agreements are silent.

The Personnel Manual applies to all employees of the City of Altoona, including managerial or supervisory employees, full-time, part-time, seasonal and temporary employees except as otherwise indicated to the contrary, either expressly or by implication. Police and Fire Department employees are subject to these personnel policies to the extent they are not superseded or contradicted by actions of the Police and Fire Commission. Library employees are subject to these personnel policies to the extent they are not superseded or contradicted by actions or policies of the Library Board. Such action must be consistent with the responsibilities of the Commission/Board as contained in the provisions of the Code of Ordinances of the City of Altoona and Wisconsin Statutes.

THE GUIDELINES, POLICIES AND PROCEDURES DESCRIBED HEREIN ARE NOT CONDITIONS OF EMPLOYMENT AND THE LANGUAGE (OUTSIDE OF THE COLLECTIVE BARGAINING AGREEMENTS) IS NOT INTENDED TO CREATE A CONTRACT BETWEEN THE CITY AND ITS EMPLOYEES AND NOTHING HEREIN SHALL BE CONSTRUED AS A GUARANTEE OF CONTINUED EMPLOYMENT OR A GUARANTEE OF ANY BENEFIT OR CONDITIONS OF EMPLOYMENT. IT IS UNDERSTOOD THAT, EXCEPT AS EXPRESSLY LIMITED BY THE COLLECTIVE BARGAINING AGREEMENTS, THE CITY MAINTAINS THE SOLE RIGHTS TO MANAGEMENT OF THE CITY AND THE DIRECTION OF THE WORK FORCE. THESE RIGHTS INCLUDE BUT ARE NOT LIMITED TO THE RIGHT TO:

- Manage and direct employees;
- Hire, promote, schedule, transfer and assign employees;
- Lay off employees;

- Discharge employees or take disciplinary action;
- Schedule and assign overtime as required;
- Introduce new or improved methods or facilities or change existing methods or facilities;
- Contract out for goods and services;
- Discontinue operations of the City;
- Establish reasonable work rules.

THE CITY RESERVES THE RIGHT TO MAKE CHANGES OR MODIFICATIONS IN THE GENERAL GUIDELINES, POLICIES AND PROCEDURES IN THE PERSONNEL MANUAL AND THEIR APPLICATION AS THE CITY DEEMS APPROPRIATE, AND THESE CHANGES MAY BE MADE WITH OR WITHOUT NOTICE. IT IS ALSO UNDERSTOOD THAT, OUTSIDE OF THE COLLECTIVE BARGAINING AGREEMENTS OR OTHER AGREEMENTS, EMPLOYMENT IS TERMINABLE AT THE WILL OF EITHER THE EMPLOYEE OR THE CITY OF ALTOONA AT ANY TIME AND FOR ANY REASON NOT PROHIBITED BY LAW.

2. PERSONNEL MANAGEMENT OBJECTIVES

The effective assignment and management of authorized personnel resources requires guidelines, policies and procedures that ensure achievement of personnel resource utilization objectives. The personnel resource objectives include, but are not limited to, the following:

- To ensure that personnel resources have been properly authorized.
- To ensure that the recruitment, assignment and use of personnel resources is consistent with the directives, policies and procedures adopted by the Personnel Committee and the Common Council.
- To ensure the effective use of personnel resources;
- To ensure the efficient use of personnel resources;
- To describe benefits available to employees. Such benefits are designed to attract and retain qualified personnel for City employment.
- To establish an appropriate control environment (discipline, awareness and attitude).
-

3. EMPLOYEE RELATIONS

Employees have the right to self-organization, and the right to form, join or assist labor organizations of their own choosing and to bargain collectively, subject to applicable law. The wages, hours and other conditions of employment specified in the collective bargaining agreement shall govern to the extent that the collective bargaining process results in an agreement, the terms of which vary in whole or in part with the provisions of this Manual.

3.1- Harassment Prohibited

The City of Altoona will strive to maintain a work environment free from sexual or other discriminatory harassment. Harassment of employees or members of the public – in any form– is unacceptable. Harassment includes but is not limited to any unwanted, deliberate or repeated unsolicited comments, gestures, graphic materials, physical contact or solicitation of favors which interferes with work performance or creates an intimidating, hostile, or offensive working environment.

Federal and state laws prohibit discrimination based upon sex, age (over 40), handicap/disability, national origin, race, religion, record of arrest or conviction, color, creed, ancestry, marital status, sexual orientation, military reserve membership, honesty and genetic testing, use or nonuse of lawful products off the employer's premises during non-working hours, or any other protected classes.

Discrimination and/or harassment will absolutely not be tolerated. It infringes upon equal respect in working relationships and causes serious harm to the productivity, efficiency and stability of our operations.

Any Employee who participates in activities, which result in discrimination and/or harassment, will be subject to discipline, up to and including immediate termination.

Each supervisor, Department Head and the City Administrator is responsible for ensuring a work environment free from harassment. Harassment does not have to be reported or complained about to be considered harassment.

- a) Any employee who has reason to believe that he/she has been discriminated against or harassed should report such incident in writing to his/her supervisor, Department Head, City Administrator or the Mayor, in the case of the City Administrator being accused. Any member of the public who +- believes he/she has been discriminated against or harassed should report such incident in writing to the appropriate Department head, City Administrator or the Mayor, in the case of the City Administrator being accused.
- b) Any complaint so reported shall be promptly and thoroughly investigated to ensure appropriate actions are taken.
- c) Any reporting employee shall not be subjected to retaliatory action or harassment. If an employee believes he or she is being retaliated against for pursuing a claim of harassment, the employee should immediately file a written complaint.
- d) A record of report and findings will be kept in confidence, to the degree permitted by law, in the appropriate file of the City of Altoona.

3.2 - Workplace Violence

The safety and security of our employees is of vital importance. Therefore, acts or threats of physical violence, including intimidation, harassment and/or coercion which involve or affect the City or which occur on City property are considered misconduct and will not be tolerated.

The prohibition against threats and acts of violence as described above applies to all persons involved in the operation of the City, including (but not limited to) our own personnel, contract and temporary workers, and non-employees on City property. Any confirmed act or threat will be grounds for disciplinary action, up to and including termination of employment even on the first offense.

No provision of this policy statement or any other provision in this plan alters the at-will nature of employment in the City of Altoona. Management makes the sole determination of whether, and to what extent, threats or acts of violence are acted upon by the City. In making this determination, we may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe workplace violence has occurred.

Any employee who has been a recipient of a threat of violence or a victim of an act of violence is to make a report to his/her supervisor, Department Head, the City Administrator or the Mayor if the City Administrator is being accused of workplace violence. Such reports will be kept confidential to the maximum extent possible and may be used in the City's investigation. Because the threat may come from a source external to the City, we will assess the need for special safeguards.

3.3 - Safety in the Workplace

Employee safety is a primary concern of the City. We are committed to providing a safe and healthy workplace for our employees. If you are injured on the job, no matter how slight the injury, you must report the injury immediately to your supervisor. If you are aware of any unsafe working conditions, you must also notify your supervisor.

Our number one rule in regard to safety is to use common sense. We ask you wear clothing suitable for your work environment and, when the nature of the work requires it, other appropriate safety clothing or equipment. In addition to using personal protective equipment, employees are reminded behavior that leads to or results in what is known as "horseplay" is strictly prohibited. Fighting and playing practical jokes that could provoke dangerous responses or lead to injury are serious violations of this policy and will result in disciplinary action up to and including termination of employment.

Specific safety policies and procedures may be found in the City's safety manual or in department specific policies and procedures.

4. EQUAL EMPLOYMENT OPPORTUNITY

It shall be the continuing policy and commitment of the City of Altoona to adhere to the principles of Equal Employment Opportunity as provided in the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. Further, the City of Altoona shall assure Equal Employment Opportunity by prohibiting all personnel management practices which unfairly discriminate against any individual for reasons of race, color, religion, sex, national origin, political affiliation, age, handicap, or other legally protected factors. This equal employment opportunity includes, but is not limited to, recruitment procedures, selection and placement, promotions, testing, training, job descriptions, lay off and recalls, disciplinary action and termination.

5. EXCEPTIONS TO PERSONNEL POLICIES AND PROCEDURES

From time-to-time, compliance with the Personnel Policies and Procedures might result in an undue hardship on the City and/or the City employee. The Altoona City Council, in its sole discretion shall have the power to grant specific exceptions to these Personnel Policies and Procedures when the Council determines that such exception is necessary to promote the best interests of the City. Said exceptions shall be granted by a majority vote of the City Council.

6. PERSONNEL COMMITTEE AND PERSONNEL MANAGEMENT

6.1 - Personnel Committee

The City has a standing Personnel Committee consisting of the following voting members:

- 1) The Mayor.
- 2) Three City Council members, to be appointed by the Mayor for one-year terms, subject to confirmation by the City Council at each year's City Council organizational meeting.
- 3) Two city residents, who shall have staggered two-year terms, and who shall be appointed by the Mayor subject to Council confirmation.

The general purpose of the personnel committee shall be to assist the mayor and city council in carrying out their duties in areas pertaining to city personnel. Specific duties of the committee shall include the following:

- a) It shall review city policies pertaining to personnel, and it shall give its recommendations regarding personnel policies to the city council and mayor;
- b) It shall review present and future personnel needs of the city, and it shall make recommendations regarding personnel planning and appropriate personnel levels to the city council and mayor;

- c) It shall review wage and salary ranges of city employees not represented by unions, and it shall make its recommendations to the Mayor and City Council regarding said wage and salary ranges;
- d) It shall oversee a collective bargaining subcommittee, which shall conduct all labor negotiations with city employee labor unions. Said subcommittee shall consist of the mayor, the city administrator and a member of the personnel committee appointed by the committee. The subcommittee shall report to the personnel committee, and the personnel committee shall make its recommendations regarding collective bargaining agreements and findings to the city council and mayor;
- e) It shall act as a reviewing body regarding employee complaints, pursuant to procedures set forth in this city personnel manual.

Because the City Council and Mayor are ultimately responsible for adopting City policy and because the Mayor is the Chief Executive Officer of the City, and because there is a direct chain of administrative responsibilities flowing there from, the Personnel Committee's role is limited to the purposes and duties set forth above.

6.2 - Responsibility for Personnel Management and Administration

The responsibility for establishing personnel policy resides primarily with the Mayor and the City Council. The City Administrator has the responsibility for personnel policy administration, and along with the Department Heads, has the responsibility for day-to-day personnel management activities including scheduling, supervision, discipline, and work activity management.

7. CODE OF ETHICS

The public's trust in the integrity and honesty of Government requires that employees be independent, impartial and responsible to the people. The City of Altoona has determined that the enunciation of a Code of Ethics for employees serves to enhance the public's trust in City government.

Nothing in this section shall deny any individual rights granted by the United States Constitution, the Constitution of the State of Wisconsin, the laws of the United States and the State, or by labor agreements negotiated with certified employee bargaining unit representatives.

7.1 - Conflict of Interest

No employee shall transact any City business in an official capacity with any business entity of which they are officers, agents or employees or in which they own any personal and private interest, except as authorized by Wisconsin Statutes.

Any employee who identifies a potential conflict of interest situation should seek the advice of their supervisor, Department Head, the City Administrator, or in the case of the City Administrator, the Mayor.

No employee shall use a public position or influence to gain unlawful benefits, advantages or privileges for themselves, for members of their immediate families, or for any other persons.

Employees, and businesses with which they have significant fiduciary relationship, shall not enter into any contract with the City of Altoona which is to be paid in whole, or in part, out of the City funds unless the contract has been awarded through public notice, competitive bidding or other process provided for by law.

No employee and no business, in which an employee directly or indirectly owns or controls at least 10% interest, shall enter into a lease of real property with the City. The Common Council may waive this restriction where it is in the best interest of the City and does not conflict with applicable law.

7.2 Compensation, Gifts, Rewards, Gratuities

DEFINITIONS:

Anything of Value is defined as anything with a value in excess of twenty-five dollars (\$25.00).

Insignificant Value is defined as anything with a value less than twenty-five dollars (\$25.00).

No employee shall solicit, receive or agree to receive any compensation, gift, reward or Anything of Value from any source for any matter or proceeding connected with or related to the duties of the employee unless otherwise provided for by law. Compensation, gifts, rewards or Anything of Value, which cannot be returned, shall immediately be turned over by the employee to the City Administrator's office. All such compensation, gifts, rewards, or other items of value shall be recorded by the City Administrator and shall be considered City funds or City property.

No payment of a gratuity or kickback will be made by or on behalf of any person and be accepted by any employee as an inducement or reward for the latter's action in procuring the award of any contract or order.

It is not a conflict of interest for an employee to receive a gift or gratuity that is an unsolicited item of Insignificant Value or anything which is given to them independent of their position as an official or employee.

Honoraria or expenses paid for papers, talks, demonstrations or appearances made by employees on their own time and not directly related to their employment by the City shall not be prohibited unless a conflict of interest exists. Employees must receive the written approval of the City Administrator to receive and retain such honoraria and expenses. The City Administrator shall ensure no conflict of interest exists in such cases.

7.3 - Outside Activity Including Additional Employment

Employees shall not accept outside employment or undertake pursuits, which in any way interfere, or conflict with the full and faithful discharge of the employee's duties to the City. Accepting employment with a business or undertaking a pursuit that is subject to direct or indirect

control, review, audit or enforcement by the city or independent agency of which they are employees is prohibited.

Any employee offered outside employment shall submit a written report to the Department Head and City Administrator identifying the employee, job, responsibilities, hours of work and any other pertinent information. If the Department Head and City Administrator determine that a conflict exists, employees will be asked to resolve the conflict by either terminating the outside activity or employment with the City.

Outside business affairs shall not be conducted on City time. Every employee is expected to be fully engaged in City business while at work and personal business shall only be addressed during established break periods except in the case of emergencies. It is recognized exempt employees work flexible schedules which often require them to work beyond normal working hours when personal business is often taken care of. In recognition of this fact, exempt employees are afforded some flexibility to conduct personal business, provided work performance is not affected.

7.4 - Political Activity

No employee shall be precluded from engaging in political activity provided that such activity does not interfere with normal working hours and does not involve the use of the City equipment or property.

Employees are specifically prohibited from directly or indirectly coercing any person to hold or contribute monetary or other types of assistance to any political candidate, party or purpose.

7.5 - Confidential Information

Employees shall not disclose confidential information gained through their official position, except as authorized or required by law. Employees shall not use confidential information gained through their official position for their personal gain or benefit.

Employees shall not accept employment or engage in any business or professional activity, which they might reasonably expect, would require them to disclose or act upon the disclosure of confidential information acquired because of their official position.

7.6 - Use of City Property for Private Purposes

No employee of the City shall use City property or equipment for the employee's private use or for any other use than that which serves the public interest. The City stresses that employees use common sense and honesty in ensuring that City property, facilities and equipment are not used for personal gain or advantage. This includes, but is not limited to, using City-owned stationery, postage, typing, or reproduction services for social organizations. The after-hours use of City facilities for public meetings may be appropriate with prior approval, and the City recognizes there may be limited personal use of business phones for local calls, but not long distance.

7.7 - Compliance with State Code of Ethics

All public officials (including elected and appointed officials) and all City Employees shall comply with all provisions of the State Ethics Code as contained in State Statute 19.59.

8. PERSONNEL DEFINITIONS

Benefits: See Fringe Benefits

Demotion: The movement of an employee to either a class having lower pay range or to a lower step in his/her existing pay range.

Department Heads: Department heads shall consist of the ~~City Administrator~~, Public Works Director, Finance Director, Library Director, City Clerk, Planning Director, Police Chief, Director of Administrative Services, and Fire Chief.

Fringe Benefits: Refers to benefits provided by the City for full-time and part-time employees including health insurance, dental insurance, life insurance, disability insurance, vision insurance, sick leave, vacation, and retirement and any other benefits afforded to employees by the City.

Job/Position Description: A formal statement which is descriptive but not restrictive of a class, containing the title of the position, a general statement of the duties and responsibilities, typical examples of the duties performed, and the minimum acceptable employment requirements for employees therein.

Outside Employment: Employment of any kind engaged in by a City Employee for which compensation is received from a source other than the City.

Promotion: The movement of an employee to a classification with a higher pay range.

Reinstatement: The reappointment of a former employee who resigned in good standing from the City service.

Suspension: The temporary removal of an employee from the designated position.

Transfer: The movement of an employee to either a different department or division within the same pay range and class.

Special Exempt: Exempt employees who are eligible for overtime and compensatory time at the discretion of the City.

9. TYPES OF POSITIONS AND PERSONNEL CLASSIFICATIONS

The City of Altoona employs five (5) types of positions:

- a) Full-time: A position involving job functions and activities, which requires a minimum of 2,080 work hours per year.
- b) Part-time: a position involving job functions and activities, which requires less than 2,080 work hours per year.
- c) Seasonal: A position wherein work activities are of a recurring but seasonal nature.
- d) Limited Term Employee: A position wherein work activities are of a temporary nature. A Limited Term Employee is generally hired for a specific project. Limited Term Employees are not entitled to fringe benefits except retirement wherein the employee meets all qualifications. All Limited Term Employees must be authorized by the Personnel Committee and approved by the Common Council.
- e) Contractual- a position established by the city for a specific purpose defined by contractual agreement approved by the City Council and signed by the Mayor.

The Personnel Committee is responsible for determining the appropriate type of position, which such type of position shall be confirmed by Council.

All positions and personnel classifications are authorized by the Common Council in the City of Altoona. Each classification references general job function criteria. The job function criteria are used to develop individual job descriptions. Job descriptions are on file in the City Administrator's Office.

10. EMPLOYEE SELECTION PROCESS/NOTIFICATION

10.1- Position Vacancies

Positions in the City of Altoona government become vacant through:

- a) Transfer, demotion, resignation, termination, retirement or death of the incumbent;
- b) Initial position authorization by the Personnel Committee and approved by the Common Council.

In all instances except initial position authorization, or in cases where such review has been accomplished within the preceding twelve months, the Personnel Committee shall conduct a vacancy review. The results of the vacancy review shall be reported to the City Council, which shall consider such findings when determining whether to authorize the filling of the position.

All vacancies in existing positions are subject to the posting requirements of the union contracts, if any, governing such positions. The City Administrator's Office shall provide a listing of vacant positions to the Personnel Committee and the City Council.

10.2 - Personnel Advertisements

The City Administrator's Office is responsible for the preparation of all advertisements regarding position vacancies except as provided elsewhere such as for library or public safety positions.

10.3- Application for Employment

Applications for employment with the City of Altoona shall be made on the City's standard application form. Applicants for police positions use the standard State of Wisconsin law enforcement application forms.

10.4 - Selection Process/Notification

The City Administrator shall be responsible for coordinating all applications for employment except those under control of the Police and Fire Commission and the Library board. The Police and Fire Commission and library boards are authorized to establish their own independent selection process for filling new or replacement positions. Screening of applicants shall include background and reference checking as appropriate.

In cases where formal competency tests or interviews are required, the City Administrator, in consultation with the Department Head, shall oversee the content of such tests or interviews. In the case of interviews, the City Administrator shall establish an interview team, which may consist of the Department Head of the department or office in which the position is located, the Mayor and such other persons as deemed appropriate.

All applicants, successful and unsuccessful, shall be notified in writing of the results of the selection process.

10.5 - Interview

The City Administrator shall arrange and coordinate interviews with all position finalists.

10.6 - Reference Checks

Reference checks shall be accomplished on those eligible candidates being considered for actual selection.

10.7 - Hiring Decision

The City Administrator shall have final decision authority in hiring for all positions except those positions designated as Council appointments by Wisconsin State Statute and positions subject to selection by the Police and Fire Commission and the Library Board. Vacancies in the City Administrator's position will be filled by procedures established by the Common Council upon occurrence.

10.8 - Physical Examinations

Applicants for City of Altoona positions may be subject to a pre-employment medical examination to determine fitness for conducting the duties required of the job. Employees may also

be required to submit to medical examinations, at any time, to determine ongoing fitness for duty. The cost of such examinations will be paid by the City and will be conducted by a licensed medical practitioner selected by the City.

11. PROBATIONARY PERIOD

The probationary period is an integral part of the induction process and is used to closely observe the work of appointees and determine whether they will be able to effectively carry out the duties and responsibilities of the position. Newly hired and promoted employees shall serve a probationary period during which time they are required to demonstrate fitness for the position.

11.1- Length of Probationary Period

The length of the induction probationary period shall be six months for all employees except as noted below:

- 1) City Administrator whose probationary period shall be determined by the City Council.
- 2) Police and fire employees who are under the jurisdiction of the Board of Police and Fire Commissioners and whose probationary period is fixed by said Board.
- 3) Department Heads whose probationary period shall be twelve months or as otherwise specified by Council.
- 4) Library employees who are under the jurisdiction of the Library Board and whose probationary period is fixed by said Board.

The length of a promotional probationary period shall be 90 days. In all cases, the probationary period may be extended if additional time is deemed necessary to adequately evaluate the employee's abilities in relation to the job.

Probationary employees shall not have the right to appeal disciplinary actions or grieve suspensions or discharges; however, employees discharged while on probation may request and be granted an exit interview with the Mayor or a member of the Personnel Committee. The City of Altoona is an Equal Opportunity Employer and will not discriminate on any prohibitive bases before, during or following the probationary period.

11.2- Conditions of Continued Employment

A probationary employee may continue employment upon the successful completion of a probationary period, the favorable written recommendation of the supervisor and/or Department Head to the Appointing Authority and the approval of the Mayor. Police and Fire personnel appointments shall be approved by the Board of Police and Fire Commissioners under authority of Section 62.13, Wisconsin Statutes, rather than by the Mayor.

12. PERFORMANCE EVALUATION

The primary objective of performance evaluations is the recognition of employee productivity and performance effectiveness. Performance evaluation also provides an opportunity for constructive review and subsequent reward and/or improvement. The performance evaluation process should be continuous, involving informal day-to-day communication.

Periodically, in order to help assure that the informal process is meeting its objective and to reinforce it, a formal evaluation process is utilized.

The objectives of formal performance evaluation include:

- a) Identifying standards of performance for employees.
- b) Communicating each employee's performance review results relative to those standards;
- c) Providing assistance in up-grading performance;
- d) Strengthening supervisor/employee relations through communication;
- e) Identifying additional training needs;
- f) Influencing personnel actions such as merit pay increases, promotion, demotion, retention, etc.

Supervisors should make every reasonable attempt to conduct performance evaluations of each employee under their supervision early in the employee's employment, and annually thereafter.

Employees are entitled to submit a written response to any performance evaluation conducted, and such written response shall be attached to the performance evaluation itself.

13. EMPLOYEE DISCIPLINE AND GRIEVANCE PROCEDURE

This Section applies to all City of Altoona Employees except those union employees subject to collective bargaining agreements that address procedures for discipline and grievances.

13.1- Discipline

Discipline may result when an employee's actions do not conform with generally accepted standards of good behavior, when an employee violates a policy or rule, when an employee's performance is not acceptable, or when the employee's conduct is detrimental to the interests of the City. Disciplinary action may call for any of four steps – verbal warning, written warning, suspension (with or without pay), demotion or termination of employment – depending on the

problem and the number of occurrences. There may be circumstances when one or more steps are bypassed. Supervisors considering implementing disciplinary action involving suspension, demotion or termination, shall consult with the City Administrator where applicable prior to taking such action. Certain types of employee problems are serious enough to justify either a suspension or termination of employment without going through progressive discipline steps. The City reserves the right, in its sole discretion, to impose disciplinary action as may be appropriate to the particular circumstances.

13.2 - Grievances

This policy is intended to comply with Section 66.0509, Wis. Stats., and provides a grievance procedure addressing issues concerning workplace safety, discipline and termination. This policy applies to all employees covered under Section 66.0509, Wis. Stats., other than police and fire employees subject to Section 62.13(5), Wis. Stats. An employee may appeal any level of discipline under this grievance procedure. For purposes of this policy, "workplace safety" is defined as conditions of employment affecting an employee's physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to same.

Employees should first discuss complaints or questions with their immediate supervisor. Every reasonable effort should be made by supervisors and employees to resolve any questions, problems or misunderstandings that have arisen before filing a grievance.

Please note, for grievances initiated by library employees, the Library Director shall fulfill the procedural role of the City Administrator identified below, the Library Board shall fulfill the role of the City Council and the Library Board President shall fulfill the role of the Mayor.

- 1) Step 1 – Written Grievance Filed with City Administrator. The employee must prepare and file a written grievance with the City Administrator within five (5) business days of when the employee knows, or should have known, of the events giving rise to the grievance. The written grievance must contain the name and position of the employee filing it, a statement of the grievance, the issue involved, the relief sought, the date the event giving rise to the grievance took place, the employee's steps to orally review the matter with the employee's supervisor and the employee's signature and the date. The City Administrator or his/her designee will investigate the facts giving rise to the grievance and inform the employee of his or her decision, if possible, within ten (10) business days of receipt of the grievance. In the event the grievance involves the City Administrator, the grievance shall be filed with Mayor and the Mayor or his/her designee shall conduct the Step 1 investigation.
- 2) Step 2– Impartial Hearing Officer. If the grievance is not settled at the first step, the employee may request in writing, within five (5) business days following receipt of the City Administrator's (or Mayor's) decision, a request

for written review by an impartial hearing officer. The City Administrator shall select the impartial hearing officer unless the grievance directly involves the City Administrator, in which case the Mayor shall make the selection. The hearing officer shall not be a City of Altoona employee. The impartial hearing officer will determine whether the City acted in an arbitrary and capricious manner. In all cases, the grievant shall have the burden of proof to support the grievance. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary, or whether the case may be decided based on a submission of written documents. The impartial hearing officer shall prepare a written decision.

- 3) Step 3 – Review by the Governing Body If the grievance is not resolved after Step 2, the employee or the City Administrator shall request within five (5) business days of receipt of the written decision from the hearing officer a written review by the Governing Body. For Library employees, the appeal shall be filed with the Library Board. For all other employees, the appeal shall be filed with the City Council the City Council shall not take testimony or evidence; it may only determine whether the hearing officer reached an arbitrary or incorrect result based on a review of the record before the hearing officer. The matter will be scheduled for the City Council's next regular meeting. The City Council will inform the grievant of its findings and decision in writing within ten (10) business days of the City Council meeting. The City Council shall decide the matter by majority vote and this decision shall be final and binding.

If the employee fails to meet the deadlines set forth above, the grievance will be considered resolved.

14. WORK RULES

Work rules are defined as, and limited to, rules promulgated by the City of Altoona within its sole discretion which regulate the personal conduct of employees.

The negotiated labor agreements require that the work rules of the City of Altoona be reduced to writing. The City of Altoona reserves the right to add, delete or modify work rules at any time. Committing any of the acts on the list, which is not necessarily all-inclusive, will result in disciplinary action ranging from reprimand to immediate discharge. In all cases, the City considers discipline as a corrective action necessary to the overall improvement of the City operation.

The following actions reflect violations of the City's work rules:

14.1- Work Performance

- 1) Insubordination, including disobedience, failure or refusal to follow written or oral instructions of supervisory authority, or to carry out work assignments.
- 2) Neglecting job duties or responsibilities.
- 3) Loafing, loitering, sleeping or engaging in unauthorized personal business or visiting.
- 4) Disclosure of confidential information and records.
- 5) Falsifying records or giving false information to other agencies or private organizations, or to employees responsible for record keeping.
- 6) Failure to observe all safety rules and practices, including the use of protective equipment and clothing, or in the operation of vehicles and equipment.
- 7) Failure to report accidents or injuries including traffic accidents.

14.2- Attendance and Punctuality

- 1) Failure to report promptly at the starting time of the shift or leaving before the scheduled quitting time of a shift or failure to notify the proper authority of impending absence or tardiness.
- 2) Excessive absenteeism or tardiness.
- 3) Leaving the place of duty during the work shift without permission.
- 4) Failure to observe the time limits of lunch, rest or wash up periods.
- 5) Abuse of sick leave benefits.
- 6) Abuse of disability leave.

14.3- Use of Property

- 1) Abuse or misuse of city or private property, equipment or materials.
- 2) Stealing or unauthorized possession of city or private property, equipment or materials.
- 3) Unauthorized posting or removing of notices or signs.
- 4) Unauthorized use of city property or resources including but not limited to, equipment, personnel and money.
- 5) Unauthorized entry to city property outside of assigned hours of work.

14.4 - Personal Actions and Appearance

- 1) Threatening, attempting or inflicting bodily injury.
- 2) Threatening, intimidating, interfering with or using abusive language toward others.
- 3) Horseplay, including practical jokes, pushing, running, or throwing objects.
- 4) Failure to observe no smoking regulations.
- 5) Unauthorized possession of weapons.
- 6) Making false or malicious statements concerning other employees, supervisors or the department.

- 7) Possession of or use of alcoholic beverages or other drugs while on City time or property.
- 8) Reporting for work in an unsafe condition or under the influence of alcoholic beverages or other drugs.
- 9) Lack of physical fitness or physical capability to perform job responsibilities.
Note: The employer shall have the right, at any time, to require any employee or any applicant for employment to submit to physical and medical examination at the expense of the employer by any licensed medical practitioner. In the event the examination shows the employee not to be physically fit for duty, he/she may be laid off. In case of any dispute, the employee may go to a medical specialist of his/her own choosing at his/her own expense.
- 10) Immoral conduct or indecency.
- 11) Eating or drinking in unauthorized areas.
- 12) Littering or creating unsanitary conditions.
- 13) Selling commercial products or services on City property without authorization.
- 14) Unauthorized solicitation of funds or donations for any purpose.
- 15) Unauthorized distribution of printed matter on city property.
- 16) Unauthorized lending, borrowing or duplication of keys.
- 17) Unclean or inappropriate dress or grooming. Jewelry, perfume and other accessories should not interfere with an employee's or co-worker's ability to do their job and should not pose a safety or health risk.
- 18) Unauthorized or improper use of a uniform; failure to wear a uniform properly.
- 19) Gambling in any form.
- 20) Soliciting or accepting any unauthorized compensation, reward or gift from outside sources for any matter related to the employees' job as an employee of the City.
- 21) Engaging in unauthorized political activity.
- 22) Engaging in sexual or other unlawful harassment.

14.5- Outside Activities and Employment

- 1) Transacting business as an employee of the city with any business entity in which the employee has an interest except as authorized by law.
- 2) Engaging in any outside activities which may impair the employee's independence of judgment or his/her ability to perform his/her duties as an employee of the City.
- 3) Engaging in outside employment without prior approval of the department when so required. (Approval must be obtained by employee assigned to classifications performing work of a confidential or critical nature.)

14.6- Communication Equipment/Systems Use Policy

- 1) E-mail, internet, fax, telephone, copiers and other communication equipment/systems are provided to City employees to assist in conducting City business. All communications composed, sent or received on these systems are the property of the City.
- 2) The use of communication equipment/systems is reserved for the conduct of City business. If employees wish to use these systems for limited personal business during breaks, lunch periods or before or after working hours, they may do so, however, employees are specifically prohibited from using these services for any illegal, illicit, immoral or offensive purposes. Provided further, all personal use of communication equipment/systems may be prohibited if, in the sole and absolute discretion of the Department Director, Supervisor or City Administrator, personal use becomes excessive or detracts in any way from productivity at work.
- 3) Communication equipment/systems may not be used for commercial ventures, religious or political causes or outside organizations unless specifically authorized.
- 4) Communications equipment/systems may not be used to create any offensive or disruptive messages.
- 5) The communication equipment/systems may not be used to send (upload) or receive (download) copyrighted materials, proprietary financial information or similar materials without prior authorization from the City Administrator.
- 6) The confidentiality of any message should not be assumed; however, all communications should be treated as confidential and employees may not retrieve or read an e-mail message not sent to them without the express permission of the recipient or supervisor. The contents of e-mail properly obtained for legitimate business purposes may be disclosed within the City without the permission of the employee.

Work rules are applicable to all employees of the City of Altoona. The application and implementation of these rules may vary between individual departments or work units due to the nature of the work or as specific circumstances require. Likewise, violations of the work rules identified herein do not constitute the entire list of violations for which employees may be disciplined. Other rules are provided by Statute, by Administrative Code, and by Administrative Procedures established by management to meet specific conditions. Violations of any rules, as well as various other forms of misconduct, will result in appropriate disciplinary action, up to and including discharge.

14.7 SOCIAL MEDIA POLICY (Note: added 7-28-2020 Approval 12-22-2015)

Purpose

The City of Altoona (COA) endorses the use of social media tools to increase communication

and collaboration between city staff, citizens, and the general public. Social media tools enhance the city's ability to share information and awareness within the community in an interactive, cost-effective way. For the purposes of this policy, social media refers to any facility for online publication and commentary, including blogs, wikis, and social networking sites including, but not limited to, Facebook, LinkedIn, Twitter, Tumblr, Flickr, and YouTube.

Policy

Social media shall be used to enhance city services and shall be used to further the city's mission by providing:

- Community outreach, marketing and publicity, including creating a conversation about municipal government and its activities
- Education of the community in the use of city resources
- Development news
- Advertisement for volunteer or employment opportunities available at the city
- Publicity of meetings
- Information about general city services
- Other city related uses as approved by the City Administrator

Guidelines for social media sites:

1. Participation by COA employees and the creation of social media sites or pages, related to city business, shall be authorized in advance by the City Administrator.
2. Where possible, each city social media page shall clearly indicate that it is maintained by the COA and shall have COA contact information prominently displayed and linked to the COA website.
3. All discussion by city employees on city social media sites is subject to Terms of Use (as described below).
4. All social media content shall adhere to applicable laws, regulations and policies regarding the city.
5. Where possible, the Public Terms of Use (on file with the City Clerk) shall be inserted in each social media website.

Staff Responsibilities:

1. When representing the COA on social media sites, personnel shall conduct themselves at all times as representatives of the COA in a professional and courteous matter.
2. COA personnel shall not make statements about citizens or post any confidential information about citizens or the city.
3. COA personnel shall never conduct political activities or private business on COA social media sites.

Terms of Use (for Employees):

By choosing to comment on COA Social Media sites, employees agree that the COA reserves the right to monitor content before it is posted on all of its social media sites, and to modify or remove any comments or tags that it deems to be inappropriate, including, but not limited to, copyright violations, spam, obscene or racist comments, insults or threatening language, or comments totally unrelated to the city.

15. SEPARATION FROM EMPLOYMENT

Separation from employment includes, but is not limited to, resignation, retirement, layoff, failure to report for work after medical leave, failure to return from approved leave, discharge from employment, or inability to perform work as required by the job. Such employment separations may be voluntary or involuntary. At the time of any voluntary separation from employment, the employee should attempt to give advance notice to the City so that replacement workers can be recruited or assigned. If possible, the City would like to receive at least two weeks written notice prior to separation from employment. On any separation from employment, compensation and benefits, which have been earned and accrued, will be credited to such employee pursuant to law and established policies, as noted in this Personnel Manual. The last day worked will, in most cases, be the last day of employment. The City reserves the right to determine the last day of employment.

16. RETIREMENT

The City of Altoona participates in the Wisconsin Employee Trust Fund (ETF) Retirement Program. This retirement program is defined in Chapter 40, Wisconsin Statutes. Except as otherwise provided for in labor contracts, the City shall contribute the municipality's contribution to the ETF, for all full-time employees, and each employee shall contribute 100 % of the employees' mandatory contribution. WRS-eligible part-time employees shall be required to pay the employee mandatory contribution to the ETF through payroll deduction and the City will pay 100% of the municipality contribution.

17. EXIT INTERVIEWS

The City of Altoona provides exit interviews for employees leaving City employment in an effort to enhance communication regarding department activities, to allow for meaningful suggestions, and to ensure the return of City property. Appointing authorities shall ensure that all employees terminating their service with the City have the opportunity for an exit interview.

Exit interviews shall be held with the City Administrator and/or the Mayor. An Exit Interview summary should be completed by the individual conducting the interview.

18. EMPLOYEE TRAINING AND EDUCATION

The City provides initial job training and orientation to employment for all employees. The City also provides for City sponsored career development opportunities at the City's sole discretion. Employees are encouraged to pursue continued training and education to update and expand the

knowledge and abilities needed to perform their present jobs and other reasonably related City jobs of a career interest.

19. VACATION LEAVE

Full-time employees are eligible to take earned vacation time off consistent with vacation leave approval policies and practices established by the City. In all cases, vacation requests shall only be granted if approved by an employee's supervisor, with consideration given to anticipated workload.

Vacation leave is earned as follows:

- 40 hours after 6 month's employment
- 40 hours after 1 year of employment
- 80 hours after 2 year's employment
- 120 hours after 7 year's employment
- 160 hours after 15 year's employment

Vacation leave accrues thereafter on the anniversary date of employment, **unless otherwise specifically addressed in an employee's offer letter.**

~~Subject to the approval of the City Council, the~~ The City Administrator shall have the authority to provide up to 120 hours of vacation **on the books** upon hire of a new employee as an additional incentive to fill critical positions and also the **authority to offer accrual of vacation that deviates from the stipulated accrual schedule based on a prospective employee's experience and current level of vacation accrual.** ~~offer vacation time "on the book" as an incentive.~~ **In addition, the City Administrator shall have the authority to offer a starting wage to a prospective hire commensurate with their level of experience as long as the wage offered lies within the current approved wage schedule for the subject position.**

In the first six months of employment, the employee must have worked five (5) of the six (6) months in order to qualify for earned vacation if provided at six (6) months. For the purpose of this paragraph, "time worked" shall mean time in pay status including sick leave or time off on worker's compensation.

For vacation subsequently awarded on an employee's anniversary date, the employee must have worked ten (10) months of the twelve (12) month period in the anniversary year to be eligible for full vacation; if an employee works less than ten (10) months in any subsequent year, vacation accrual shall be prorated based on the amount of time worked. For the purpose of this paragraph, "time worked" shall mean time in pay status including vacation, sick leave or time off on worker's compensation. The months as stated shall be defined as calendar months.

As a rule, vacation shall not be used (borrowed) until it has been earned, at the beginning of the new anniversary year. However, the use of unearned, but anticipated, vacation is allowed only when warranted by unusual circumstances and must be approved by the City Administrator.

Notwithstanding anything to the contrary, any employee who is absent from work due to an injury suffered during the course of employment with the City and is eligible for worker's compensation benefits shall be given credit for such time not worked for the purpose of receiving any or all earned vacation for the period of such disability not to exceed two (2) years from date of occurrence.

All vacation hours earned must be taken by employees within a twelve (12) month period after the completion of the year in which it is earned. However, vacation carryover for one additional year may be approved, on an individual basis, by the City Administrator. Carryover of unused vacation will be allowed only for twenty-four (24) months beyond the anniversary date on which it is awarded. Unused carryover vacation at that time will be considered lost. For example, an employee accruing three (3) weeks of vacation, may not have more than three (3) weeks of vacation on the books unless approved by the City Administrator. If approved by the City Administrator, an employee accruing three (3) weeks may have a maximum of six (6) weeks of vacation on the books.

No employee shall be entitled to vacation pay in lieu of vacation. Any employee who has separated from employment before ten (10) months have been worked in the anniversary year, shall be entitled to vacation pay earned on a pro-rata basis at the rate of one twelfth (1/12) of the vacation hours for each month's work for a total of twelve twelfths (12/12) or a full vacation.

Any employee of the City of Altoona who has separated from employment shall be compensated for all earned vacation time unused as of the date of termination and agrees to reimburse the City for all unearned vacation time (borrowed) as of the date of termination.

Vacation requests should be made thirty (30) days in advance or at the discretion of the Department Head.

Preference in scheduling of vacation time shall be granted according to length of service basis. Vacation schedules may not interfere with City operations and the authority to grant vacation lies solely with the Department Head or supervisor if granted the authority by the Department Head.

In the event the City requests an employee to change a previously scheduled vacation, the employee must be given at least ten (10) day notice. In lieu thereof, the employee will be granted vacation as scheduled.

19.1 Leave Donation

Voluntary donation of leave for catastrophic illnesses or injuries are allowed consistent with the "City of Altoona Voluntary Leave Donation Bank Program Administrative Procedures," attached hereto and incorporated by reference.

20. WORKER'S COMPENSATION

Employees who become injured while on duty or contract a disease traceable to employment are covered under the Worker's Compensation Law. This law provides for the payment of medical and hospital bills for the related illness or injury. Death benefits are also provided for work-related fatalities.

Employees who sustain an injury, no matter how slight, must report it to their supervisor immediately. If employees are unable to work as a result of an injury that happened on the job, employees have the choice of using earned disability leave and earned vacation credits, or claiming loss of earning benefits under the Worker's Compensation Law. The choice must be made in writing. If employees choose workmen's compensation benefits and the claim is later denied, the absence could be charged to earned disability leave or earned vacation credits.

21. SICK LEAVE

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

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

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

The sick leave benefit may be used for an employee's non-work-related illness or injury, and for the illness or injury of the employee's spouse, parent or children, including appointments with health care providers. The City reserves the right to require an employee to provide medical verification from an employee's physician or health care provider, at the employee's expense, if employee is absent from work for more than three consecutive days due to illness or injury. Further the City may require that an employee submit to an independent medical examination, as selected and paid for by the City, to verify medical conditions. Failure of an employee to provide medical verification on request will be deemed to be an abuse of the sick leave benefit, will end the City's obligation to continue the benefit, and will result in disciplinary action.

All employees absent from work for more than three consecutive days due to illness or injury, or the illness or injury of their spouse, parent or children, shall fill out and submit all Family Medical Leave Act leave request forms provided by the City within five working days of receiving

the forms unless employee is unable to complete the forms due to their illness or injury. If an employee is unable to complete the forms, the employee shall be placed on Family Medical Leave beginning on their first day absent from work due to the illness or injury.

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

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

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

For those employees hired after January 1, 2008, all sick leaves, to a maximum of 600 hours accumulated, shall be paid the employee at 50% of the employee's rate in effect at the time of retirement, provided the employee has at least ten (10) years of continuous (with no breaks in service) full time employment service with the City of Altoona at the time of retirement. Said payment shall be deposited in a Post Employment Health Plan Account established by the City in the employee's name. This is to include all employees who retire at retirement age in good standing and shall not be paid to employees who terminate employment for reasons other than retirement.

22. HOLIDAYS

Full-time employees shall be eligible for paid holidays. The following paid holidays are observed by the City:

- * New Year's Day
- * Good Friday
- * Memorial Day
- * Independence Day

- * Labor Day
- * Thanksgiving Day
- * Friday after Thanksgiving
- * December 24th
- * Christmas Day
- * December 31st- ½ day
- * Two floating holidays

The two (2) floating holidays granted per year to employees must be used in the calendar year. Floating holidays are not accumulative. In the event of termination or retirement, the floating holidays shall be pro-rated from the anniversary date by the hour.

Eligible employees who are employed in the pay period in which any of the above holidays occur shall receive eight (8) hours of pay (or four hours of half days) for each of the above holidays. In order to be eligible for holiday pay, such employee must work the last scheduled day before and the first scheduled day after the holiday, unless time off for those days has been previously approved. The employee may be excused by the City from this requirement if circumstances warrant.

For special exempt employees, holiday pay shall be paid at the rate of 8 hours per holiday day or 4 hours per holiday half-day for the following holidays; New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, December 24th, Christmas Day and December 31st- ½ day.

All non-exempt employees who work on any of the above holidays shall receive time and one half their regular rate of pay with a guarantee of two (2) hours. This shall be in addition to the eight (8) hours of holiday pay. Hours worked on the above holidays and paid at the time-and-one-half-rate shall be included in hours worked per week for the purpose of computing overtime. The City agrees to minimize work as much as possible on Sundays and holidays.

23. INSURANCE

After thirty (30) days of employment the City agrees to cover all employees who work 30 or more hours per week on a regular basis, and their dependents, under a group insurance plan including health, dental vision, life insurance, short-term disability and income continuation benefits.

- 1) Group Health, Dental, short-term disability and Vision Insurance
 - a) Except as otherwise provided by union contracts and other employee contracts, for employees who regularly work 35 or more hours per week the City and the Employee shall make the following contribution toward an employee's health, dental, short-term disability and vision insurance premiums:

- i. The City shall pay 90% of the premium cost and the employee shall pay 10% of the premium cost through payroll deduction. The premium contributions will change from current levels to 90%/10% at such time as the City changes its insurance plan to the Teamsters/Central States Plan or another comparable plan. If the City maintains the State Health Plan, premium contributions will be made consistent with State law.
- b) For employees who regularly work at least 30 but less than 35 hours per week the City will pay 75% of the premium cost and the employee will pay 25% of the premium cost through payroll deduction.
- c) The City may establish health reimbursement arrangement (HRA) accounts to help offset the cost of employees' health care. If health reimbursement accounts are established, the City will determine the dollar amount contributed to each employee's HRA in its sole and absolute discretion.
- d) The City shall be the named fiduciary and administrator.

2. Life Insurance

- a) After six months employment all full-time employees shall be provided term life insurance through the Wisconsin Department of Employee Trust Funds (ETF) equal to one-years' salary (rounded up to the next nearest \$1,000) with the City paying 100% of the premium cost. This is referred to as one unit of coverage.
- b) Covered employees are eligible to purchase up to three (3) additional units of life insurance through ETF with 100% of the premium cost paid by the employee through payroll deduction.
- c) Covered employees are eligible to purchase dependent life insurance coverage through ETF with 100% of the premium cost paid by the employee through payroll deduction.
- d) Subject to the approval of the City Council, the City Administrator shall have the authority to provide up to three (3) additional units of life insurance coverage to new employees at 100% City premium cost as an additional incentive to hire highly sought employees.

3. Income Continuation Insurance

- a) Eligible full-time employees shall be provided income continuation insurance provided through the Wisconsin Department of Employee Trust Funds (ETF) with 100% of the premium paid by the City unless an employee opts for an elimination period less than 120 days, in which case the employee shall pay a portion of the premium commensurate with the selected elimination period

The City complies with all applicable provisions of the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and subsequent amendments to the Act, which stipulate eligibility requirements for continuation of group health plan benefits for an employee and their family upon severance of service or other eligible changes in employment status. More information on this Act can be acquired from the City's Human Resource Coordinator.

24. DIRECT DEPOSIT REQUIREMENT AND PAYROLL DEDUCTIONS

All employees of the City shall be required to sign up for direct deposit of their pay checks.

Employee wages are subject to the usual deductions for Social Security, Medicare, Federal and State Income Tax. Any other payroll deductions are optional or depend on employee choice. These may include, but are not limited to:

- * Credit Union
- * Union Dues
- * Life Insurance
- * Deferred Compensation
- * Income Continuation Insurance

For an explanation or assistance in exercising any of these options, the personnel or finance departments should be contacted.

It is the City's policy to comply with applicable wage and hour law regulations. The improper pay deductions specified in Title 29 of the Code of Federal Regulations §541.602(a) may not be made from the pay of employees who are subject to the salary basis test under the FLSA. If you believe any deduction has been made from your pay that is inconsistent with your salaried status, you should immediately contact the Department Head or City Administrator. Any complaint will be resolved within a reasonable time given all the facts and circumstances. If an investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed and the employer will take whatever action it deems necessary to ensure compliance with the salary basis test in the future.

25. LEAVES OF ABSENCE

25.1 Funeral Leave

In case of death in the employee's immediate family (i.e., spouse, mother, father, sister, brother, children,) the City shall grant such employee up to three (3) days off with full pay. In case of death in the employee's extended family (i.e., mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild, grandmother, grandfather or any relative residing with the employee in the same house), the City shall grant such employee one (1) day off with full pay. In all cases the employee shall immediately notify the supervisor of any absence.

Funeral leave shall not be paid if an employee is on vacation or if such day is a paid holiday; however, employees may use vacation time for a funeral leave in addition to funeral leave if such additional time is needed because of travel or other reasons.

Full-time employees may be allowed up to four (4) hours off with pay from work to attend the funeral of a deceased City employee or a deceased retired City employee. The need for continuing essential services and emergencies may limit the number of employees who may attend a funeral. In each instance, the Department Head may decide on the amount of time actually required for funeral attendance up to four hours and the number of employees who may attend the funeral.

25.2- Jury and Witness Duty

An employee who responds to a call for jury duty or as a witness under subpoena involving the City shall receive his/her wage minus the amount of compensation received for such jury or witness duty if the amount thereof is less than the amount the employee would have received while performing the regular duties. The employee must:

- 1) Give prior notice thereof to the City.
- 2) Furnish the City with satisfactory evidence of the call for jury duty or as a witness under subpoena, the number of days served and the amount of compensation received thereof.
- 3) Report to work during the regularly scheduled workday when services are not required for jury duty or as a witness under subpoena involving the City.

25.3 - Personal Leave

Department Heads, with the approval of the City Administrator, may grant personal leaves of absence for up to thirty (30) days without pay. No employee may be absent from duty without permission of the Department Head. A Department Head shall not be absent from duty without permission of the City Administrator. Any personal leave of absence without pay of thirty (30) days or more duration must be approved by the Mayor; extensions will not be for longer than thirty (30) days per extension, up to a maximum leave of ninety (90) days.

25.4 - Military Leave

Employees will be given a written notice of Military Leave by the City from their supervisor upon presentation of orders to report for active duty. Employees entering or returning from service in the Armed Forces of the United States will be entitled to re-employment rights in accordance with State and Federal laws. Employees returning from military duty will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Members of the National Guard or a Reserve Unit have the option of offsetting earned vacation time when called to duty or requesting time off. Such members will be reimbursed, upon

receipt of the Military Pay Voucher, for lost pay, not to exceed forty (40) hours per week. Military leave will be granted subject to the approval of their immediate supervisor and the City Council.

25.5 Fire Service Leave

Full-time employees who are qualified members of the City's fire department will be authorized to leave their jobs during regular working hours under pre-determined conditions with approval of their supervisor to respond to fire service emergency calls with no loss of pay. The difference between fire service pay and regular pay, if any, will be made up by the employer.

Leave of absence, without pay, will be authorized during which the full-time employee may attend fire service training that has been recommended and approved by the Fire Chief. All such absences also must be approved by the employee's supervisor.

25.6 - Family and Medical Leave Act

A leave of absence will also be granted by the City to eligible employees in compliance with the federal Family and Medical Leave Act (FMLA) and its counterpart under Wisconsin law, the Wisconsin Family and Medical Leave Act (WFMLA). The applicable provisions of both laws are hereby incorporated by reference. Eligible employees may qualify for leave under the WFMLA and/or the FMLA. When applicable, the leaves shall run concurrently.

Any employee who has worked for more than 52 weeks (for a minimum of 1,000 paid hours) is eligible for leave under the WFMLA. The employee may, but is not required to, substitute definite and quantifiable paid leave benefits for unpaid leaves under the state law (e.g., paid vacation).

Any employee who has worked for more than 12 months (for a minimum of 1,250 hours) is also eligible for leave under the FMLA. An employee may be required to substitute definite and certain paid leave benefits for unpaid leave. The federal law provides 12 weeks of leave during a 12-month period. The City determines the 12-month period as measured forward from the date of employee's first FMLA leave for any covered purpose.

The federal law also provides for 26 weeks of leave during a single 12-month period in the case of covered servicemember caregiver leave because the employee is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness. This 12-month period begins on the first day the eligible employee takes leave for this purpose.

This policy does not provide any greater benefits than those provided by the family and medical leave laws. Any change in the law will impact the operation of this policy by modifying its provisions to conform with the law. For additional information regarding employee rights under the WFMLA and/or FMLA, employees may refer to the posters summarizing all available benefits posted along with other employment-related notices, or they may contact their supervisor.

26. CURRENT COMPENSATION SCHEDULES

Wage rates and related benefits are established annually by a majority of the City Council as a part of the budget process. The budget includes salaries for all union, non-union, elected and appointed positions. Union wages and related benefits adopted in the budget process reflect the wages and benefits negotiated through the collective bargaining process and included in the union contracts in force at the time.

The City shall establish salaries to ensure that the City of Altoona is reasonable and competitive in the open market to attract the best qualified candidates for vacancies and to further ensure that competent individuals, once hired, will be encouraged to make a career of public service with the City.

It is a recognized right of certified collective bargaining representatives to negotiate with the City of Altoona on questions of wages, hours and conditions of employment; however, the City of Altoona retains the management prerogative to classify positions according to established classification procedures.

27. TRAVEL REIMBURSEMENT EXPENSE

If the job duties require travel, employees will be reimbursed for actual reasonable costs, subject to the following limitations:

a) Mileage Reimbursement

Employees will be reimbursed for mileage at the rate then in effect established by the Internal Revenue Service for use of their private automobile while performing duties required by the job.

To receive a reimbursement for mileage, employees must complete and submit a signed travel voucher to their supervisor within a timely period.

a) Out-of-Area Travel: Meals and Lodging

For required and authorized out-of-area travel, reimbursement will be made only on the basis of ACTUAL COST not to exceed the amounts specified below. Receipts must be submitted for room reimbursement and meals. Meal reimbursement rates in effect are as follows:

* Breakfast	\$10.00/meal
* Lunch	\$15.00/meal
* Dinner	\$25.00/meal

Any tip placed on a meal shall not exceed a 20% maximum tip. No reimbursement will be made for the cost and/or tip on alcoholic beverages.

In addition, any meal reimbursement for conferences, training, etc. that does not require an overnight stay is a taxable reimbursement per IRS standards. Further, no reimbursement for alcoholic beverages and family/companion expenses will be provided.

b) Transportation

1. Economical Travel:

Travel must be the most economical type and route. Air travel is limited to the most economical class available.

2. Traveling in Groups:

When more than one individual is going to the same point, they are expected to travel in one car whenever possible. When a personal car is used, travel will be over the shortest route.

3. Taxis and Other Public Transportation:

Any employee given permission to use a taxi or other public modes of transportation must submit a proper receipt for reimbursement.

c) Room Tax and Sales Tax

The City is exempt from room taxes and sales taxes. No reimbursement shall be approved for room taxes or sales taxes under any circumstances. The City's personnel office can provide any employee a letter verifying purchases made are for City of Altoona business and are, therefore, tax exempt.

d) Out of City Travel

All travel out of the City of Altoona must be approved, in advance, by the Department Director **and**/or City Administrator.

28. TIMEKEEPING AND OVERTIME

28.1 – Non-exempt Employees

The basic working hours of full-time represented employees and full-time non-represented employees who are "non-exempt employees" are **generally** eight (8) hours per day or forty (40) hours per week, except as specified in collective bargaining contracts. All full-time represented employees and full-time non-represented non-exempt employees must account for a minimum of forty (40) hours per week including actual work time, vacation, sick leave, holidays, or unpaid leave. Most employees have jobs that are subject to this limitation. The City is required both by law and by limited budgets to enforce these limitations. Employees are paid biweekly.

For, non-exempt employees that do not work for public works, or are subject to the WPPA contract, if the work requires time in excess of forty (40) hours for a one-week period, those

employees may be allowed prior-approved overtime work. Overtime will then be paid at these rates:

1. At a time-and-one half the regular rate for each overtime hour or portion thereof exceeding forty (40) hours per one-week pay period.
2. Compensatory time for all nonexempt employees including public works and parks: In lieu of overtime pay pursuant to subparagraph (a) above, the City reserves the right to grant employees compensatory time off. Compensatory time off shall be at the rate of one and one-half times the number of overtime hours worked, with accrual to a maximum of sixty (60) hours of compensatory time. ~~All compensatory time shall be used within one year from the time it is accrued.~~

Unless otherwise noted in this Manual, any paid leave time shall not be counted as hours worked for overtime purposes.

Formatted: Not Highlight

For non-exempt public work employees, overtime shall be earned as follows:

- a) Any public works employee who, having completed his/her normal day's work and having left the premises of the Employer, or who is on paid leave, is called to work prior to the starting time of the next regular shift, shall be paid one and one-half (1 ½) times his/her hourly rate for all hours worked with a guarantee of a minimum of two (2) hours paid for each recall. If such recalls are on Sundays or holidays, the employee will be paid two (2) times his/her hourly rate; provided, however, those public works employees that are on call on the weekend shall be paid one and one-half (1 ½) times his or her hourly rate for completing scheduled, non-emergency work on Sundays or Holidays.

28.2 - Special Exempt Employees:

Special exempt employees shall work a flexible schedule designated by their supervisor or department head, based upon the department's needs. Eighty (80) work hours within each bi-weekly pay period shall be the standard, which such schedule can be changed at any time at the discretion of the Chief. Special Exempt employees are required to work the time necessary to perform the responsibilities of their position, recognizing this may require more than (80) hours per pay period.

- a) Special exempt employees working in addition to eighty (80) work hours, bi-weekly, may be eligible for overtime at a rate of one-half (1 ½) times his/her hourly rate of pay with prior approval of their supervisor or department head.
 - a. As a general rule, overtime qualifying for compensation will be limited to the call out or extension of an employee beyond his/her regularly scheduled or normal hours of work and be related to a significant man-made, natural disaster, emergency, or special event.

- b. In some cases, upon approval of the department head, employees may be prescheduled for overtime based upon the needs of the department.
- b) Compensatory time for special exempt employees: In lieu of overtime pay pursuant to subparagraph (a) above, the City reserves the right to grant compensatory time off in their for discretion. Compensatory time off shall be at the rate of one and one-half times the number of overtime hours worked, with accrual to a maximum of ninety (90) hours of compensatory time.
- c) All special exempt employees scheduled to work on holidays, as described in section 22., Holidays, shall receive time and one half their regular rate of pay with a guarantee of two (2) hours. This shall be in addition to the eight (8) hours of holiday pay. Hours worked on the above holidays and paid at the time-and-one-half-rate shall be included in hours worked per week for the purpose of computing overtime.
- d) Special exempt employees not scheduled to work a holiday but called in to work by their supervisor or department head shall be paid two (2) times his/her hourly rate with a guarantee of two (2) hours.

Employees represented by a collecting bargaining contract shall receive overtime and/or compensatory time consistent with the contract in effect at the time.

28.2 3- Exempt Employees

The basic working hours for exempt employees are eighty (80) hours in a payroll period including actual work time, vacation, sick leave, holidays, and unpaid leave. Exempt employees are, however, generally required to work the hours necessary to perform the responsibilities associated with their position. In many cases, the time required to perform such responsibilities will exceed eighty (80) hours in a payroll period.

Exempt employees are required to keep an accurate record of their work and authorized leave time. All exempt employees must complete bi-weekly time sheets in order to receive payroll compensation. All time sheets must be signed and submitted by the exempt employee at the end of each pay period. The Department Head must review and approve the time sheets for all exempt employees. The employee's signature on the time sheet reflects verification that the information recorded on the time sheet is true and accurate.

Exempt employees of the City are designated as "exempt" from the Wage Hour Law that governs the working time for represented employees. The working hours of "exempt employees" are not subject to overtime limitations. For additional information, exempt employees should contact the Human Resource Coordinator.

29. PERSONNEL RECORDS

The City Administrator's office is responsible for the custody and maintenance of personnel-related information concerning the City of Altoona Employees, including:

- Original job application or resume.
- An Authorization for Appointment Form- basic information, including job title, starting date and salary.
- A Personal and Emergency Data Form- Information provided by employee including address, phone and doctor.
- Any Change of Status Form- following a salary increase or job change.
- Job description.
- Any written evaluation or performance appraisal, completed with employee's knowledge, approval and signature.
- Any written record of attendance at training conferences, workshops, classes or the like.
- Any certificate of recognition, letter of commendation or recommendation, or other such personnel-related material as the employee may request to have filed.
- Copies of any written disciplinary actions which must be signed by the employee.

Employees are entitled to know the contents of their personnel file, and may request to see any such contents, or may designate a representative to do so on his/her behalf. The City Administrator's office shall grant access to the employee's file in accordance with the laws governing access to records.

It is necessary for employees to inform the City Administrator's office and the supervisor of any changes to be made in the personnel record, such as:

- New phone number, address change, or name change.
- Change in marital status.
- Number of children at home.
- Emergency data (personal contact, doctor, etc.).
- Insurance changes, desired or made.
- Changes in tax status

The employee's personnel file shall be made available to the employee to the extent permitted under Section 103.13, Wisconsin Statutes. Employee access shall be under close supervision to assure that the file is not altered.

30. NEPOTISM

No person shall be employed, promoted or transferred to any department or agency within City government or to a division or section thereof when, as a result, the employee would be directly supervising or receiving direct supervision from a **relative or with whom they are involved in a personal or business relationship** member of his/her family without specific approval of the City Personnel Committee. **Family Relative** is defined as wife, husband, father, mother, guardian, sister, brother, children of employees, aunt, uncle, grandchildren, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, or step relative.

31. REVIEW AND ENFORCEMENT

The review of any alleged violations of the City's personnel practices or Code of Ethics may be made by the City Administrator or the Personnel Committee. If the City Administrator or the Personnel Committee determines that the City's personnel practices or Code of Ethics has been violated, it may submit a recommendation to the City Attorney or District Attorney for prosecution of the same if appropriate. Such prosecution may be in addition to any disciplinary action taken in regard to any such violation.

32. WORK HOURS, WORK WEEKS, BREAKS

Standard working hours are eight (8) hours per day and five (5) days a week. Provided, however, it is recognized working hours vary by department and employee. Office staff must stagger their lunch periods so that someone is available at all times to answer questions, telephones, etc. These hours may vary between departments. Department Heads are responsible for administering work hours schedule with the approval of the City Administrator. **Schedules may be adjusted to meet the needs of the department by the Department Head, not to exceed the 40 hours per week.**

The Work Week: The specific arrangement and adjustment of the hours of the workweek shall be the function of the Department Head with the approval of the City Administrator or as specified by collective bargaining agreements.

Employees are allowed two breaks per full workday, one each morning and afternoon, of fifteen (15) minutes each.

ATTACHMENT "A"

CITY OF ALTOONA
PERSONNEL AND POLICY MANUAL

My signature represents I have received a copy of the policy and agree to abide by the policy guidelines as a condition of my employment and my continuing employment with the City of Altoona WI.

Receipt Acknowledgement Form

Manual/Amendment Receipt	Date Received	Employee Signature
Personnel Manual		

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

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

Provided below for your consideration is a summary of the **THURSDAY, January 14, 2021** Council Meeting agenda items.

(IX) NEW BUSINESS

ITEM 4 - Discuss/consider approval of Resolution 1A-21, A Resolution Supporting the Creation of the Chippewa-St. Croix Rail Commission with Counties and Municipalities.

See Enclosed:

- Proposed Resolution 1A-21

The City of Altoona has been invited to adopt a resolution supporting the creation of the Chippewa - St. Croix Rail Commission, joining a total of thirteen counties, villages and cities in the I-94 corridor. The Commission is intended to function as a platform for cooperation and planning for the potential of passenger rail service to the region.

There is no financial cost to participating in support of the creation of the Commission. Staff may dedicate a small amount of time to participate in the Commission, if and when created, to support its intended functions.

Suggested motion: I move to approve/not approve Resolution 1A-21, A Resolution Supporting the Creation of the Chippewa-St. Croix Rail Commission with Counties and Municipalities.

THE CITY of *Altoona*
Resolution 1A-21

**A Resolution Supporting the Creation of the
Chippewa – St. Croix Rail Commission with Counties and Municipalities**

WHEREAS, Eau Claire County has participated in efforts to expand passenger rail services into western Wisconsin and the Chippewa Valley along the I-94 corridor from St. Paul, Minnesota; and

WHEREAS, every day there are thousands of individuals who travel between the Twin Cities and the St. Croix Valley and the Chippewa Valley for purposes of commuting to work; conducting business; pursuing higher education; engaging in tourism, shopping, and recreation activities; and connecting to travel hubs for national and international travel; and

WHEREAS, both the Wisconsin State Rail Plan and the Minnesota State Rail Plan, federally mandated official transportation plans created by the respective states, include the Twin Cities-Eau Claire line as a planned future passenger rail route; and

WHEREAS, over the past several years, the West Central Wisconsin Rail Coalition has worked to develop partners to create a public-private partnership to bring passenger rail service to the West Central Wisconsin area, including the Chippewa Valley and the St. Croix Valley. This coalition was initially formed out of the Momentum West economic development organization and has seen interest or involvement from the counties and municipalities in the I-94 corridor, including the counties of Eau Claire, Chippewa, Dunn, St. Croix and Pierce, and the Village of Baldwin, and the cities of Hudson, New Richmond, River Falls, Menomonie, Eau Claire, Chippewa Falls, and Altoona; and

WHEREAS, the Wisconsin Gateway Corridor Coalition, a similar predecessor initiative, was involved in the bi-state Gateway Corridor Study Alternative Analysis that showed promise for future public transportation in the Twin Cities-Eau Claire corridor; and

WHEREAS, the West Central Rail Wisconsin Coalition and its Passenger Rail Organizing Council has been working with Union Pacific Railroad, owner of the tracks, to implement passenger service, and Union Pacific Railroad has indicated that it will enter into a memorandum of understanding regarding service implementation upon satisfactory completion of an engineering study of the existing Union Pacific Railroad rail line to determine the need for capacity and capital improvements; and

WHEREAS, the continued planning and development of the rail corridor is critical to the transportation needs of the St. Croix Valley and the Chippewa Valley. It is necessary to have a multijurisdictional body independent of any one county or municipality to govern the implementation, creation, and continuation of passenger rail service through the multiple counties and municipalities that the proposed rail corridor will pass through to oversee the relationship between the private and public sector, coordinate guidelines for site selection and development of stations, apply for federal grant programs, coordinate with jurisdictions in the state of Minnesota, and coordinate with the Wisconsin Department of Transportation and the Federal government; and

WHEREAS, the multijurisdictional body or commission would need to be independent, but supported by the individual counties and municipalities to promote decisions that are independent and made for the best interest of the passenger rail corridor; and

WHEREAS, the purpose of the commission would be to advance the public interest by pursuing the implementation of passenger rail service and other public transportation improvements to serve the St. Croix Valley and the Chippewa Valley; and

WHEREAS, activities that the commission could participate in may include:

- Identify the public benefits of passenger rail and other public transportation improvements to connect the Chippewa/St. Croix region to the Twin Cities, as well as Madison, Milwaukee, and Chicago.
- Identify, support, and facilitate initiatives to implement passenger rail service, including public-private partnerships, sponsors, operators, federal and state funding opportunities, relationships among governments and stakeholders, feasibility studies, and the like.
- Pursue opportunities for transit orientated development, value capture financing, and other community-related benefits at station locations to ensure the fullest possible economic benefits from service implementation.
- Foster cooperation among Wisconsin and Minnesota governments, agencies, and other entities. Determine the long-term role of the commission, or other organization that might be created to coordinate public involvement in the service, including any legislative or other action that might be needed. Participate in determining the appropriate project roles for this commission, state DOTs, counties and municipalities, private partners and real estate developers, and advocacy or educational organizations like the West Central Rail Coalition.
- Determine and coordinate zoning, environmental, safety, and other regulatory-related requirements.
- Participate in current and future planning processes, including the Wisconsin and Minnesota State Rail Plans, Federal Railroad Administration Midwest Corridor Study, and the local MPO; and

WHEREAS, creation of a commission will require the individual counties and municipalities to adopt a resolution committing to being a part of and agreeing to assist in the development and creation of the commission and its by-laws, and committing to appointing the appropriate individuals to serve on the commission; and

WHEREAS, initially, it would be beneficial if the counties and municipalities adopt a resolution similar to this one, agreeing to participate in the creation of the Chippewa-St. Croix Rail Commission, each appoint one representative to a committee to create rules and by-laws for the commission and to recommend enabling resolutions and/or agreements for all participating counties and municipalities. The West Central Wisconsin Rail Coalition shall have at least 2 members appointed to the committee for the creation of the Chippewa-St. Croix Rail commission; and

WHEREAS, pursuant to Wisconsin Statutes Section 66.0301 "municipalities," including counties, may enter into agreements for the purpose of intergovernmental cooperation, including the development of joint transportation commissions.

NOW, THEREFORE, BE IT RESOLVED that the **City of Altoona Common Council** supports the creation of the Chippewa-St. Croix Rail Commission, and agrees to commit the necessary resources and individuals for the development of an intergovernmental agreement and by-laws for the creation of a transportation commission that will oversee the implementation, creation, and continuation of passenger rail service in the Chippewa Valley and St. Croix Valley of Western Wisconsin.

BE IT FURTHER RESOLVED that the **City of Altoona** commits to development of a transportation rail commission upon the ratification of a resolution of commitment, the same or similar to this resolution, by at least 10 of the 13 of the following governmental bodies: Eau Claire County, Chippewa County, Dunn County, Pierce County and St. Croix County, and the Village of Baldwin, and the cities of Eau Claire, Chippewa Falls, Altoona, Menomonie, New Richmond, River Falls, and Hudson.

BE IT FURTHER RESOLVED that the City Clerk send a copy of this resolution to the Eau Claire County Clerk.

Adopted this _____ day of January, 2021

CITY OF ALTOONA

Mayor Brendan Pratt

Attest: _____
Cindy Bauer, City Clerk

Approved: _____



[To Agenda>>](#)

MEMORANDUM

TO: Altoona City Council

FROM: Michael Golat, City Administrator

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

Provided below for your consideration is a summary of the **THURSDAY, January 14, 2021** Council Meeting agenda items.

(IX) NEW BUSINESS

ITEM 5 - Discussion and possible action regarding direction to City Staff in preparation of RFQ for Planning Services for the “Volkman Property”.

See Enclosed:

- Draft RFQ for Area Planning Services

As you recall, the City has budgeted funds in 2021 for the completion of an area plan for property located east of the City, including approximately 83 acres acquired by the City in 2020. The intent of the planning process, led by a consultant, is to examine potential land use options, variety of uses and scale, and corresponding arrangement of infrastructure. This planning process is intended to serve as a platform to engage property owners in the area and the public in envisioning the future growth of the City.

The specific portion of the draft RFQ for feedback and direction is the Purpose and Vision description on page 5. These statements will set the tone and direction for the Project, and assist consulting firms understand how to approach their response to the RFQ. After a consultant has been selected, these vision and values will be revisited and refined as they pertain to this project.

As you know, the City will be creating a new Comprehensive Plan throughout 2021 and into 2022. The Area Planning Process is expected to contribute additional depth and focus, and be incorporated into the comprehensive plan. RFQ responses for Comprehensive Plan Services are due on February 8.

Staff will guide the City Council through a discussion of the RFQ to gain direction regarding the content of the solicitation. City Staff will engage the Plan Commission in a similar exercise on January 12th. Staff proposes to incorporate feedback and changes to the RFQ as directed by the Plan Commission and Council to release the document within the next week.

Suggested motion:

THE CITY *of Altoona*

WISCONSIN

REQUEST FOR QUALIFICATIONS

FOR

AREA PLANNING SERVICES – EAST NEIGHBORHOOD

PROCUREMENT NO. PL2021-02

Issued:

January 18, 2021

Submission Deadline:

February 22, 2021 – Noon p.m. CT

Budget:

\$ 20,000



**REQUEST FOR QUALIFICATIONS (RFQ)
FOR
AREA PLANNING SERVICES – EAST NEIGHBORHOOD**

TABLE OF CONTENTS

Section	Page No.
1. Introduction & Background	3
2. Project Area	4
3. Project Scope	8
4. Project Deliverables	9
5. Response Process	10
6. Selection Process	12
7. Legal Notices	13
8. Attachments	
<input type="checkbox"/> Exhibit A – City of Altoona Ord 7A-20 Official Map Amendment	



Section 1: Introduction & Background

The City of Altoona is seeking the services of an experienced and qualified firm, company, or collaboration of firms hereinafter referred to as the “Firm” or “Contractor,” to provide technical expertise, advisement and consultation in support of City Staff to create a land use plan and development concept (“the Project”) for predominately undeveloped property. This area may be referred to as the “East Neighborhood” or “Volkman Property” but does not have an official name.

Community Background

The City of Altoona, Wisconsin (population 8,099 – 4.7 mi²) is located in Eau Claire County and adjacent to the City of Eau Claire. The Eau Claire – Chippewa Falls MSA is approximately 169,000 residents and is the economic and cultural hub of Western Wisconsin.

Altoona has experienced tremendous growth over the past decade, a condition generally shared by other incorporated communities in the Chippewa Valley. The 2010 Census estimate of the City population was 6,706, which increased to 8,099 in the January 1, 2020 Wisconsin Department of Administration estimate. This 20.8% increase is the second highest rate of growth for a Wisconsin city during this period. Approximately 27 percent of the City’s housing has been permitted since 2010, with hundreds of dwellings currently under construction. Permits for new homes set new records in 2019 and 2020, and with a full pipeline of projects with zoning entitlement, indications are that similar growth is likely for the immediate future. Growth has been mixed between infill and edge development. This growth has resulted in ongoing dialogue among elected and appointed officials and staff concerning the character and location of growth and change in the City.

The City has been proactive in guiding development and community change through the purchase and sale of property. The most notable example is River Prairie, a mixed-use development master planned by the City that is nearing build-out. River Prairie has been transformative for the City not only in creating premier parks and public amenities, generating tremendous tax base, attracting business and housing, but also in elevating the City’s understanding and capacity for self-determination through intentionally guiding the development process. River Prairie has won multiple awards for engineering and design, and has become one of the focal points of the region.

Comprehensive Plan

The City of Altoona’s Comprehensive Plan was adopted in 2009. The City of Altoona is currently soliciting consultant services to support staff and the community generate a new Comprehensive Plan. That RFQ for Consultant Services is due on February 8th and available on the City’s website and through contacting City Staff. The comprehensive planning process is anticipated to begin in March or April and be completed in 12-18 months.

The Firm selected this Area Planning Services Project is expected to coordinate work plan and activities to build upon those activities focused on the Comprehensive Plan, to leverage insights into how this future neighborhood area relates to the city, and the values and priorities expressed by the public.

Section II: Project Area

THE CITY of *Altoona*

City of Altoona owns 83 acres of undeveloped property located east of the City along U.S. Highway 12. This property, known as the Volkman Property, was strategically acquired in 2020 to accommodate and guide the character of future growth. Overall, it is expected that city growth will occur from infill and redevelopment, eastward along Highway 12, and south along Mayer Road (County Highway AA).



Above and below: Location of City-owned property in relation to existing city boundary.



THE CITY of *Altoona*

The City is currently working to develop an approach to annex the city-owned property. The approach to annexation may incorporate additional properties to achieve continuity in the city boundary and/or other interested property owners. Annexation proceedings are desired to commence in Q2 of 2021.

The City adopted an amendment to its Official Map in July 2020 illustrating key transportation facilities in the Highway 12 corridor within the City's 1.5-mile Extraterritorial Jurisdiction (see Exhibit A). That map reflects a future roadway parallel to Highway 12 that will serve as a starting point for the arrangement of other local roadways. For access and circulation purposes, at least one additional roadway should be anticipated from the planning area to Nine Mile Creek Road.

Regional sewer and water mains will be extended easterly to the project area within the Highway 12 corridor. The City will solicit engineering services for the main extension in 2021 for 2022 construction.

A Phase I Environmental Assessment was completed for the City-owned property in 2020 prior to purchase. That assessment reflected no known constraints to development on these parcels. The planning area adjoins the Union Pacific railroad which must be taken into consideration.

The intended spatial scope of the planning area is approximately 240 acres, as shown in the below illustration. The planning process will focus on the city-owned property, but necessary context of infrastructure and uses of adjoining properties within this future neighborhood will be important for desirable continuity and context. In addition to the City, the property in the planning area is held by six separate owners. Two of these properties are single-family homes on rural lots, and a third home on a 40-acre parcel adjacent to County Highway SS. The planning area includes a closed landfill encompassing approximately 28 acres.





Purpose and Vision

The City envisions this area as a premier neighborhood in the Chippewa Valley with a mix of housing opportunities, commercial uses, and public amenities for people who desire a walkable and active place to live near employment, schools, and parks. The following are general vision and goal statements anticipated to be reflected in this Project:

- The vision will be ambitious while also pragmatic and take realistic market conditions into consideration.
- This neighborhood will be both contemporary and timeless in urban design.
- Housing types will be a variety of options focusing on diverse and affordable forms and scales within sustainable walkable neighborhoods (“missing middle”), featuring a mix of housing types that encourage both ownership and rental opportunities for people experiencing a regionally representative range of income.
- Commercial uses and building forms will be context sensitive for neighborhood livability as well as highway-frontage functionality .
- Parkland will be strategically and intentionally located to be a focal point for residents.
- The transportation system will be arranged for efficiency, resilience, and convenience, and consideration for future long-term maintenance for public transportation access.
- The public realm will be planned as an intentional component of the neighborhood as welcoming, enjoyable, walkable and multi-functional, integrating green infrastructure and ease of mobility.
- Environmental stewardship, including zero-net-energy and carbon neutrality, will be integral elements of the vision of the city and this neighborhood.

Due the size and location of the property, the City anticipates that the use and character of the future neighborhood will have a tremendous impact on the social, economic, and environmental wellbeing of the City and its peoples for generations, and to the City’s fiscal performance. Similar to River Prairie, this development has the potential to further elevate and define the self-image and prosperity of the community.

The eventual initiation of the development of this neighborhood is expected to be thoughtful and strategic, anticipating long-term outcomes with recognition that decisions impact the entire City and span generations. The City also seeks to capitalize on current development trends and momentum to realize the vision, values and objectives as introduced herein. The vision will be ambitious while also pragmatic and take realistic market conditions into consideration. However, the Project is intended to “influence the market” and favor desired outcomes of the Altoona of the future, rather than be wholly “a product of” and driven by market conditions of today.



As introduced in Section I, the development of a new comprehensive plan for the City is expected to begin in March. That RFQ for Consultant Services included anticipated vision and values to be reflected through that process and plan. A portion of these statements are reproduced below. While the Comprehensive Plan is not expected to be complete until after this Project is completed, this Project is expected to be focused expression of these values and priorities described in that RFQ.

Except from "Purpose and Vision", City of Altoona RFQ for Planning Services, due February 8, 2021.

In addition to meeting the Wisconsin State Statute requirements, there are additional factors to be addressed as stand-alone plan elements and/or integrated throughout. Housing supply, affordability and access, sustainability, racial equity, economic development and growth management are expected to be areas of focus and attention of the public. Additional elements, values, and concepts are expected to be confirmed and refined through the planning process and be reflected in the plan:

- Complete inclusion, social equity and restorative practices
- Climate resilience and mitigation
- Public health, environmental determinants of health
- Municipal fiscal productivity and resiliency; long-term costs of development
- Mobility; walkability and bikeability for transportation and recreation
- Excellence in the public realm
- Character of development
- Authenticity and community image

Climate action, social equity, and fiscal solvency must be lenses through which the entire planning process, recommended policies, and decision-making process are anchored. The Comprehensive Plan, if faithfully implemented, is intended to reflect the City's vision and ambition as a leader in pursuing and achieving social equity, climate action and environmental stewardship, fiscal responsibility, public health and wellbeing.

Section III: Project Scope

The City is seeking a consulting Firm to create and facilitate a process to formulate a land use plan and conceptual design for the project area. Ultimately, the Firm will assist the City translate vision, values and ambition into a concept that will guide future decision-making. The plan is expected to:

- A. Serve as a focused opportunity to engage neighboring, nearby property owners and other interested parties regarding future character of this area;
- B. Provide direction for the development of this area including arrangement of land use and infrastructure, building scale and form, opportunities and challenges; and
- C. Provide specific direction for the city's comprehensive plan and future land use map.

This solicitation is arranged as a request for qualifications ("response") to invite Firms to present their experience and qualifications in reflection of the vision, values and desired Project described by the City. The planning approach and deliverable are expected to be determined in consultation and advisement



of the selected Firm. The final scope, work plan and budget shall be negotiated between City Staff and the selected Firm.

This process is envisioned to be one led by the Firm to consider alternative arrangements of land uses and infrastructure, general scale and characteristics of uses, and similar considerations such that the City may determine how to proceed in guiding and implementing development, and the resources required to do so.

The City anticipates the process may include review of desirable comparable neighborhoods and how lessons learned from those successes and other favorably reviewed examples may be combined with values and desires expressed by the City as applied to this area.

The City desires a preliminary fiscal analysis to serve as the basis for a projected proforma based upon land uses and infrastructure costs.

Public Engagement

Participation and engagement in the preparation this Project is expected to be focused on elected and appointed officials, city staff, property owners within or nearby the project area, and any other interested stakeholders. The Firm will be expected to design and direct the engagement process, with support from City staff. Coordination with activities undertaken for the comprehensive plan is required.

Seamless Coordination

The Firm is expected to coordinate workplan and activities on this Project with city and consultants comprehensive plan activities. The Project deliverables as well as process and engagement artifacts are expected to be utilized into inform the comprehensive planning process to reflect this area. Coordination between the selected Firm, city staff, elected officials, and other planning activities is critical to the success of this project.

Process

Due to Covid-19, many engagement activities are expected to be conducted virtually, at least in the early phases of the planning process, and in accordance with latest best practices and restrictions that may be in effect. The effectiveness of virtual engagement tools is anticipated to be important to the success of this process and the City will evaluate proposals received with this in mind. The City has been using Zoom as its meeting platform for City Council and other City board meetings and is comfortable with the platform. However, the City is also interested in use of other tools as needed.

It is our collective hope that in-person engagement activities to contribute to and provide feedback on design concepts will be possible during this Project.

Local project management will be led by the City Planner with oversight of the City Administrator, Plan Commission and City Council. The Administrator, Plan Commission and Council are expected to be heavily involved in generating input and guiding content. Ultimate approval will be required by the City Council.



Section IV: Project Deliverables

The selected Firm will be responsible for compiling a plan that functions as the City's guide to development of the subject properties. The City desires a concise, user-friendly and visually appealing final document incorporating maps, illustrations or graphics, narrative descriptions, goals, objectives, recommendations, example places, preliminary fiscal analysis and exhibits. City staff expects to provide editorial guidance and contributions in specific areas to arrive at a collaborative product.

The deliverable should incorporate the latest best practices and innovations in design of new neighborhoods and large sites, and connect the community's vision and values expressed through implementation. All aspects of the process and plan must express the highest ambitions of the community.

The complete results and artifacts resulting from the planning process are regarded as invaluable documentation of the process and utilization for concurrent and future activities. All files generated through the planning process shall be retained by the City, including GIS files.

The Firm is expected to present drafts and revisions to the Plan Commission and City Council, and engage through workshops or other formats as proposed and agreed-upon in the project plan. The Firm and city staff will determine and agree upon the balance of requirements and expectations of the Firm to meet with the Commission, City Council or any stakeholder to budget the Firm's time to make best use of the Firm's expertise and contracted services.

Project Schedule

The project is expected to be completed in 2021. A project schedule will be constructed with and agreed upon with the selected Firm. Sufficient time must be budgeted for the City to consider multiple options and iteration cycles (number to be agreed upon). As noted earlier, the schedule should be designed to correspond well with other planning activities in the City, notably the comprehensive plan.

Section IV: Response Process

Estimated Contracting Timeline

RFQ Published	January 18, 2021
Responses Due	February 22, 2021 Noon
Firms Notified of Interview	February 25, 2021
Interviews	March 1 – 4, 2021
Plan Commission Recommendation	March 9, 2021
City Council approval of award	March 11, 2021

The above schedule for review by the City is subject to change. The City anticipates the need to conduct interviews within this RFQ process. The City will not be legally obligated to adhere to the dates and are provided for guidance purposes. Interviews will be conducted by staff and representative(s) of the Plan Commission.



Contract Administration

Address all correspondence regarding this RFQ to:

Project Manager
Joshua Clements, AICP, City Planner
joshuac@ci.altoona.wi.us
715-839-6092

In absence of the project manager, the secondary contact for project administration is:
Mike Golat, City Administrator
michaelg@ci.altoona.wi.us
715-839-6092

All Firms who receive or download this RFQ are requested to register their name and email address by writing joshuac@ci.altoona.wi.us. Any revisions or corrections to this RFQ after posting will be communicated to those registered. Registration is not required for a response to be considered responsive.

Any requests for additional information or clarification regarding the RFQ for the preparation of a response should be directed to the Project Manager in writing at the contact information above.

It is the responsibility of the Firm to carefully read the entire RFQ which contains provisions applicable to successful completion and submission of a response. If any ambiguity, inconsistencies or errors are discovered in the RFQ, the Project Manager must be notified in writing. Only interpretations or correction of the RFQ made in writing through addenda by the Project Manager will be considered binding on the Firm.

Firms should not rely on any representations, statements or explanations other than those made in this RFQ or addenda issued subsequent to the issuance of this RFQ. Where there appears to be a conflict between the RFQ and any addenda issued, the last addenda issued will prevail. It is the Firm's responsibility to assure receipt of all addenda. The Firm should verify with the City prior to submitting a response that all addenda have been received. Firms are required to acknowledge the number of the addenda received as part of their response.

Submittal of Response

Please provide an electronic copy of the response in .pdf format for the evaluation process as an email attachment or direct link to download to Joshua Clements, joshuac@ci.altoona.wi.us. All responses will be verified and time-stamped by the City.

Responses will be accepted until **February 22, 2021 at Noon** central standard time.

Responses must be clear, concise, comprehensive and professional, but it is not necessary to include expensive displays or excessive promotional materials. All costs incurred in the preparation, presentation of the response, and participating in the interviews shall be borne solely by the prospective Firm and their sub-consultants. The maximum length of a response is **20 pages**. Internet links to comparable work deliverables may be imbedded in the response.



A Firm may submit a modified response to replace all or any portion of a previously submitted response up until the due date. The Evaluation Committee will only consider the latest version of the response as part of its deliberations.

Response Format

The response must contain, or reflect, the following items:

1. Name, address, phone number, email address, web site, and brief history of your Firm(s) (include local/regional office locations). Include any partnering firms similarly.
2. Key project personnel, their experience and preparation, and roles in the project.
3. Examples of recent projects of similar scope, including links to finished product.
4. List a minimum of three references consisting of government entities on projects of similar scope.
5. Anticipated approach to conducting the planning process appropriate for the context described in this RFQ and responsive to the ideas and guidance provided.
6. The response must be signed by an officer of the company, who is legally authorized to enter into a contractual relationship in the name of the Firm.
7. The submittal of a Firm will be considered by the City as constituting an offer by the Firm to perform the required services at the stated prices. The response and price quotations shall be good for a minimum of 90 days from the enclosed deadline.

Contract Requirements

The RFQ shall be signed by an authorized representative of the lead Firm with contract signature authority. Only one response will be accepted from any one Firm serving as the prime respondent. Sub-consultants to the prime Firm may be included in the response of more than one Firm.

The selected Firm or team will be required to execute a Professional Services Contract with the City of Altoona. The contract shall include a plan of work, schedule, and balance of duties between the Firm(s) and city staff. Any modifications to the contract, including total price, must result from mutual written agreement. The contract required for the firm and City to execute will be provided by the City in order to meet all City contractual requirements.

The contract will be a lump sum "not to exceed" agreement negotiated between the City and Firm. The Project budget \$20,000. The City shall depend upon the Firm to determine the level of effort and cost required to achieve the desired project. If there are desired elements contemplated by this RFQ that are not feasible within the Project budget, the City will rely upon Firms to describe a feasible scope of work and deliverable based upon this budget and identify preliminary estimate for other activities.

No work covered by the contract shall commence until after the Firm provides the required proof of insurance, the contract is executed, and a Notice to Proceed has been issued by the City.

Section VI: Selection Process

The Firm selection will be made through a qualifications-based selection process upon evaluation of the responses, examples of comparable work, and potential interview. Provided, however, cost will



also be a consideration. The selection process is intended to result in a Firm or team best suited to deliver the best process and product as described herein.

A selection committee of individuals representing the City of Altoona will evaluate the merits of the responses and rank responses that they feel are most qualified with respect to the project stated in the RFQ. The City anticipates inviting finalists for interviews with the committee to be held via Zoom. The committee will recommend a Firm to the Plan Commission, and in turn to the City Council to consider for final selection. City staff and Firm will then proceed to determine project plan, timeline and contract.

Section VII: Legal Notices

RFQ Postponement or Cancellation

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all responses, re-advertise this RFQ, postpone or cancel at any time this RFQ process, or waive any irregularities in this RFQ and to award a contract in the best interest of the City of Altoona.

Responses Not Confidential

Any materials submitted as part of a response shall not be considered confidential. No response information or selection process information will be released until a final recommendation has been prepared by the City or the process is terminated. Prior to that time, only a list of the Firms responding to the RFQ may be made public.

Rules, Regulations and Licensing Requirements

All Firms shall comply with all laws, ordinances and regulations applicable to the services contemplated by the RFQ. Firms are presumed to be familiar with all Federal, State, and Local laws, ordinances, codes, and regulations that may affect the services to be offered.

Review of Responses for Responsiveness

Each response will be reviewed to determine if the response is responsive to the submission requirements outlined in the RFQ. A responsive response is one that follows the requirements of the RFQ, includes all documentation, is submitted in the format outlined in the RFQ, is a timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem a response as non-responsive.

Litigation

The contract resulting from this RFQ shall be constructed in accordance with the laws of the State of Wisconsin. Any litigation between the parties arising out of, or in connection with the contract shall be initiated either in the court system of the State of Wisconsin or the United States District Court for the Western District of Wisconsin.

Termination for Cause



If the Firm fails to fulfill any of the obligations under the contract resulting from this RFQ in a timely manner, or otherwise violates any of the covenants, agreements or stipulations material to the contract, the City shall thereupon have the right to immediately terminate the contract by giving written notice to the Firm of such termination.

EXHIBIT A: City of Altoona Ordinance 7A-20 Official Map Amendment

THE CITY of *Altoona*

