

**CITY OF ALTOONA, WI**  
**REGULAR COUNCIL MEETING MINUTES**  
**July 28, 2022**

**(I) Call Meeting to Order**

Mayor Brendan Pratt called the meeting to order at 6:00 p.m. The Regular Council Meeting was held in person in the Council Chambers at Altoona City Hall, 1303 Lynn Avenue, WI.

**(II) Pledge of Allegiance**

Mayor Brendan 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, Jon Olson, Matt Biren, Tim Sexton and Susan Rowe were present. Also Present: Attorney Sam Bach-Hanson, City Administrator Michael Golat, Assistant City Administrator Richard Downey, City Engineer/Dir of Public Works (CE/DPW) David Walter, City Clerk Cindy Bauer.

**(IV) Citizen Participation Period**

There being no Citizen Participation, motion by Biren/Lima to close the Citizen Participation Period.  
**Motion carried.**

**(V) Approval of minutes.**

Motion by Lima/Rowe to approve the minutes of the July 14, 2022, Joint Council and Plan Commission Meeting and the July 14, 2022 Regular Council Meeting. **Motion carried.**

**(VI) City Officers/Department Heads Report**

City Administrator Golat welcomed new Assistant City Administrator Richard Downey to the City of Altoona.

Assistant City Administrator Downey introduced himself and gave some background information.

City Administrator Golat commented that there will be a news release going out on Friday regarding a partial watering ban in the City of Altoona.

CE/DPW Walter commented on the watering level and the Well house contracts that were approved at the July 14, 2022 Council Meeting.

Mayor Pratt presented outgoing Council Member Tim Sexton with a plaque. Council Member Sexton is moving out of the City of Altoona effective July 29, 2022.

**City Committee Reports –**

**(VII) Consent Agenda – None**

**(VIII) Unfinished Business - None**

**(IX) New Business**

**(1) Discuss/consider approval of the River Prairie Event Center Management Agreement with Hospitality Management T & T, LLC.**

Dave Kremer of Hospitality Management T & T, LLC introduced himself and gave some background information regarding his catering business and other restaurant businesses he owns.

City Administrator Golat explained that King Pin Management has declined to renew its contract in 2023 to manage events and operate the bar at River Prairie Center and within River Prairie Park. After a long search, staff has found a new vendor willing to operate River Prairie Center in a similar capacity as King Pin. The name

of the vendor is Hospitality Management T & T, LLC (T & T). The owner of the company, Dave Kremer, also owns and operates Eastbay Lodge on Lake Holcombe, where they host weddings and other events. City Administrator Golat explained the management agreement with T & T for event management and operations at River Prairie Center and River Prairie Park. The terms of the contract are the same as the City had with King Pin in terms of revenue sharing as follows:

a. Park Rental. City shall be entitled to seventy (70%) of such Rental Fees and Consultant shall be entitled to thirty percent (30%) of the Rental Fees. If the City hosts an event at the park, and the Consultant provides services for the event, City shall pay Consultant 15% of the Rental Fee that would have otherwise been paid by a private party.

b. Event Center Rental. City shall be entitled to seventy percent (70%) of such Rental Fees and Consultant shall be entitled to thirty percent (30%) of the Rental Fees. If the City hosts an event at the Event Center, and Consultant provides services for the event, City shall pay Consultant 30% of the Rental Fee that would have otherwise been paid by a private party.

c. Alcoholic Beverage Sales. Consultant shall be entitled to one hundred percent (100%) of the revenues and profits derived from providing Bar Services at the Event Center.

d. Catering Services. City shall be entitled to fifteen percent (15%) of such Catering Fees and Consultant shall be entitled to eighty five percent (85%) of the Catering Fees, to be paid as described in Section 9(e) below.

e. Chair Rental. For chair rentals beyond those chairs included in the base price of a rental, the City shall be entitled to sixty-five (65%) of such Rental Fees and Consultant shall be entitled to thirty five percent (35%) of the Rental Fees.

f. Booking Fee. For every full-day rental booked, the consultant shall retain a two hundred and fifty (\$250) fee that will be provided to the Consultant prior to splitting any Fees pursuant to the terms of this contract.

g. COVID-19 Cleaning Fee. The City shall be entitled to fifty percent (50%) of such cleaning fees, and the Consultant shall be entitled to fifty percent (50%) of such cleaning fees.

City Administrator Golat further explained that the contract requires a look back to determine whether the bar rental should be raised or lowered in consideration of performance over the past year. Staff met with King Pin staff and have come to a tentative agreement to raise the bar rental from \$1,000/month to \$1,250/month—a 25 % increase.

In addition to the revenue sharing as described above the bar rental shall be \$625 per month in 2023 and \$1,250 per month in subsequent years; the contract expires on December 31, 2025, and shall be extended automatically for additional one-year terms unless either party provides notice of intent to terminate six months prior to the expiration date. The bar rental is reduced to \$625 in 2023 because bookings are expected to be down significantly in 2023 due to a late start in booking events because of the management transition.

Another, more significant, provision of the contract can be found in Section 9 (h) (vii). That section specifies the following:

Consultant and City agree that certain building improvements are necessary to improve the efficiency of operations at River Prairie Center, specifically improvements to the kitchen space to improve the quality and efficiency of food service at the facility. City and Consultant agree to split the costs of such building improvements with each Party paying fifty percent (50%) of the cost of the improvements; provided that Parties mutually agree to proceed with the improvements after reviewing bids submitted. The improvement project will be administered and supervised by the City, and Consultant will be billed for fifty percent (50%) of the final cost of the project upon project completion. Payment of the bill by Consultant shall be due to the City within ten (10) days of receipt of the bill.

City Administrator Golat noted that in the event the City elects to terminate the Agreement for any reason prior to December 31, 2025, the City shall pay the Consultant fifty percent (50%) of the Consultant's investment in the building improvements. In the event the Consultant elects to terminate the Agreement for any reason prior to December 31, 2025, the City shall pay the Consultant forty percent (40%) of the Consultant's investment in the building improvements.

The estimated cost of the improvements is \$155,000; the improvements include the following components: Delivery and installation of:

1. New ventilation/exhaust system to accommodate new hood for frying.

- 2. Convection gas oven.
- 3. 36” Range/griddle.
- 4. Floor fryer.
- 5. Walk-in combination cooler freezer.
- 6. Fencing and sidewalk work.
- 7. Associated electrical, gas and plumbing work.

City Administrator Golat noted that the City also needs to purchase 21 additional rectangular tables and install wainscot in the storage room to protect the walls, which are getting banged up. We are looking at getting this done in-house.

Motion by Biren/Stuber to approve the River Prairie Event Center Management Agreement with Hospitality Management T & T, LLC. **Motion carried.**

**(IX)(2) Discuss/consider approval of Resolution 7D-22, a Resolution designating Hospitality Management T & T, LLC as the concessionaire for the River Prairie Center (contingent on approval of River Prairie Park and Event Center Management Contract).**

City Administrator Golat explained that as part of the requirement for a liquor license at the Prairie Event Center, the City is required to pass a resolution designating the concessionaire for the River Prairie Center in regard to the “Class B” Intoxicating Liquor Permit. The attached resolution designates Hospitality Management T & T, LLC as concessionaire for the River Prairie Center in regard to the “Class B” Intoxicating Liquor Permit. The resolution also authorizes Hospitality Management T & T, LLC to make an application to the Secretary of Revenue of the State of Wisconsin for issuance of a retail “Class B” intoxicating liquor permit for use on the River Prairie Center premises and appoints Dave Kremer as the agent for selling intoxicating liquor at the River Prairie Center. The resolution also authorizes the Mayor, on behalf of the City, to sign Wisconsin Department of Revenue form AT-105: Application for Airport/Public Facility Permit.

Motion by Biren/Stuber to approve Resolution 7D-22, a Resolution designating Hospitality Management T & T, LLC as the concessionaire for the River Prairie Center. **Motion carried.**

**(IX)(3) Discuss/consider approval of Ordinance 7D-22, an Ordinance amending Chapter 3.08, Addendum “A”, the City’s Fee Schedule, to amend the River Prairie Outdoor Venue Fee Schedule, Exhibit A - River Prairie Room.**

City Administrator Golat explained that based on a review of the city’s rental fees for River Prairie Center compared to other facilities in the area, staff is recommending minor changes to the City’s fee schedule relating to the River Prairie Room- Exhibit A.

**Chapter 3.08 - FEES**  
River Prairie Outdoor Venues Fee Schedule  
Exhibit A

\*\*\*\*\*Fees listed below are for the months of April – October.

River Prairie Room – All Day Rate: Sunday-Thursday \$1250, Friday \$1750 and Saturday \$2500

\*\*\*\*\*Fees listed below are for the months of November – March

River Prairie Room – All Day Rate: Sunday-Thursday \$1000, Friday \$1250 and Saturday \$1750

City Administrator Golat suggested increasing the Hourly rate an additional \$10 per hour.

Motion by Rowe/Lima to approve Ordinance 7D-22, an Ordinance amending Chapter 3.08 Addendum “A”, the City’s Fee Schedule to amend the River Prairie Outdoor Venue Fee Schedule, Exhibit A - River Prairie Room with the additional of \$10 increase for the hourly rates. **Motion carried.**

**(IX)(4) Discuss/consider approval of Ordinance 7E, an Ordinance amending Chapter 10.20 of the Altoona Municipal Code “Stopping, Standing and Parking” more specifically Section 10.20.010 Z. to add parking restrictions near Charter Communications on Devney Drive.**

CE/DPW Walter explained that Staff received a request from a representative of Charter Communications for parking restrictions adjacent to their driveway on Devney Drive. According to the representative, parked cars

due to events at a nearby business have made it difficult for Charter delivery vehicles to enter and exit their driveway. Walter provided a map displaying the image representing the requested NO PARKING zone. The ordinance revises Chapter 10.20 - Stopping, Standing and Parking to prohibit parking at all times within the noted area.

Motion by Rowe/Lima to approve Ordinance 7E-22, an Ordinance amending Chapter 10.20, more specifically Section 10.20.010 - Parking prohibited where to restrict parking adjacent to the Charter Communications driveway on Devney Drive. **Motion carried.**

**(X) Miscellaneous Business and Communication.**

**(XI) Adjournment.**

Motion by Stuber/Biren to adjourn at 6:57 p.m. **Motion carried.**

Minutes submitted by Cindy Bauer, City Clerk