

CITY COUNCIL MEETING AMENDED (ADDING ITEMS 8A & 17d) AGENDA PACKET FOR TUESDAY JANUARY 7th, 2020 MEETING AT CITY HALL COMMON COUNCIL CHAMBERS, 1905 HALL AVENUE – IN CONSIDERATION OF OTHERS, PLEASE MUTE ALL ELECTRONIC DEVICES

5:45 PM- PUBLIC HEARING - Public Hearing regarding RESOLUTION AND ORDER OF DISCONTINUANCE/VACATION OF A PUBLIC WAY, TO-WIT: A PORTION OF CITY COURT LYING BEHIND THE FORMER BAY AREA MEDICAL CENTER PARKING LOT (1515 Main Street, Marinette, WI 54143) IN THE CITY OF MARINETTE, MARINETTE COUNTY, WISCONSIN

6:00 PM – CITY OF MARINETTE COMMON COUNCIL

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL FOR COMMON COUNCIL MEMBERS**
3. **CITIZEN COMMENTS** (Limited to five (5) minutes per person per Municipal code on agenda items only)
4. **APPROVAL OF COMMON COUNCIL MEETING MINUTES FROM DECEMBER 3RD, and SPECIAL DECEMBER 18TH, 2019**
5. **REPORTS FROM DEPARTMENTS, CITIZEN BOARDS AND COMMISSIONS** (This item shall include a written monthly financial report from Marinette Water and Wastewater Utilities Commissions.) **(Page #'s 13 –27)**
6. **ACCEPTANCE OF STANDING COMMITTEE MINUTES (Page #'s 28 –62)** (*Finance & Insurance Committee minutes – December 17, 2019; Personnel & License Committee minutes – December 17 2019; Board of Public Works Committee minutes – December 17, 2019- Parks & Recreation Committee minutes- December 10, 2019; Plan Commission minutes – December 4, 2019, Public Safety Code Enforcements minutes- December 16, 2019*)
7. **COMMUNICATIONS**
 - a. *Communication regarding future planning for flooding.*
 - b. *Communication regarding Housing Affordability Report.*
8. **MAYOR'S REPORT & SERVICE AWARDS**
 - a. *Mayor Genisot will be presenting Service Awards to Randy Pecard, Dave England and Jon Sbar.*
9. **FINANCE AND INSURANCE COMMITTEE (Committee Chairperson Kowalski)**
 - a. *Recommendation to grant advance authorization to pay January 2020 expenditures pursuant to WI Stat. § 66.0609 contingent upon final review & approval of City of Marinette Finance and Insurance Committee.*
 - b. *Consideration and approval of the November 2019 budget reports.*
 - c. *Consideration of recommendation to designate funds for 2020 completion of Bird Street.*
10. **PERSONNEL AND LICENSE COMMITTEE (Committee Chairperson Keller)**
 - a. *Consideration and possible action regarding recommendation to make wages for Water & Waste Water consistent with each department.*
 - b. *Consideration and possible action regarding recommendation of Original Alcohol Beverage License Class "B" Fermented Malt Beverage and Intoxicating Liquor Application from Terry's Last Stop, 3420 Hall Avenue, Melissa M. Mech (agent).*
 - c. *Consideration and possible action regarding recommendation Secondhand Article Dealer License for 2020 for ecoATM, LLC*
 - d. *Consideration of recommendation regarding Secondhand Jewelry License for 2020 for Midwest Gold Buyers.*

- e. *Consideration and possible action regarding fourteen (14) new operator license applications.*

- 11. **CIVIC AFFAIRS, TRAFFIC AND LIGHTS & CEMETERY COMMITTEE** (*Committee Chairperson Flatt*)
 - a. *Civic Affairs, Traffic, Lights & Cemetery did not have a monthly meeting in December.*

- 12. **BOARD OF PUBLIC WORKS** (*Board President Marx*)
 - a. *Public works recommends approval of Ordinance No. 2440- Regarding Snowmobile Crossings which will be voted on later on tonight's agenda.*

- 13. **PARKS AND RECREATION COMMITTEE** (*Committee Chairperson Kowalski*)
 - a. *Parks and Recreation had no Common Council recommendation for the month of December.*

- 14. **PUBLIC SAFETY AND CODE ENFORCEMENT COMMITTEE** (*Committee Chairperson Skorik*)
 - a. *Public Safety Code Enforcement recommends approval of Ordinance No. 2439 which will be voted later on tonight's agenda.*
 - b. *Consideration & possible action regarding recommendation of bids for Ford Police Patrol squads.*

- 15. **PLAN COMMISSION** (*Mayor Genisot*)
 - a. *Plan Commission recommends the approval of Resolution No 01-2020 which will be voted later on tonight's agenda.*

- 16. **UNFINISHED BUSINESS**
 - a. *Consideration and possible action regarding Offer to Purchase real estate. (See Attached).*

- 17. **NEW BUSINESS**
 - a. *Consideration and possible action to approve Site Agreement with Cabela's Master Walleye Circuit and the City of Marinette for MWC Qualifier Tournament on May 15th – 16th, 2020.*
 - b. *Consideration and possible action to approve contract with Ayres for - Planning Grant Writing Services.*
 - c. *Consideration and possible action regarding a request dated September 25, 2019 from the Marinette County Administrator for the City of Marinette to vacate a portion of Ella Court.*
 - d. *Consideration and possible action regarding Memorandum of understating (MOU) between the City of Marinette and Marinette Professional Officers' Association. (see attached)*

- 18. **RESOLUTIONS & ORDINANCES**
 - a. *Resolution No. 01-2020 - RESOLUTION AND ORDER OF DISCONTINUANCE/VACATION OF A PUBLIC WAY, TO-WIT: A PORTION OF CITY COURT LYING BEHIND THE FORMER BAY AREA MEDICAL CENTER PARKING LOT (1515 Main Street, Marinette, WI 54143) IN THE CITY OF MARINETTE, MARINETTE COUNTY, WISCONSIN*
 - b. *Ordinance No – 2439- Creating MMC 10.0152 Unnecessary Noise from Squealing Tires/Unnecessary Acceleration/Emitting Unnecessary and Loud Muffler Noises.*
 - c. *Ordinance No. 2440- Snowmobile crossings. (Handout at Meeting).*

- 19. **ADJOURNMENT**

MAYOR STEVE GENISOT

Requests from individuals with disabilities who need special accommodations to participate in this meeting or hearing should be made to the City Clerk's Office at 1-715-732-5140 with as much advance notice prior to the meeting as possible.

Memorandum of Understanding
between the City of Marinette and the
Marinette Professional Police Officers' Association, WPPA/LEER

RE: Recruit Officer's and Training Academy

WHEREAS, the City of Marinette (the "City") and the Marinette Professional Police Officers' Association, WPPA/LEER (the "Association") are parties to a Collective Bargaining Agreement; and

WHEREAS, the City and the Association recognize that Law Enforcement Agencies are experiencing challenges in hiring and retaining employees that have not yet obtained Law Enforcement Standards Board ("LESB") certification; and

WHEREAS, the City and the Association have entered into this Memorandum of Understanding in an attempt to address these concerns; and

WHEREAS, the City and the Association desire to create a Recruit Officer position for noncertified hires as sworn law enforcement officers who are or will attend a LESB approved basic training academy (the "Academy"); and

WHEREAS, when sponsoring Recruit Officers to attend the Academy, the City and the Association mutually desire to hire, train, and retain the best Recruit Officers; and

WHEREAS, the parties mutually recognize that if Recruit Officers are treated as members of the collective bargaining unit, certain provisions of the Collective Bargaining Agreement shall not apply to the Recruit Officer position; and

WHEREAS, the parties desire, through this Memorandum of Understanding, to specify the provisions of the Collective Bargaining Agreement that shall not apply or that shall differ from the Collective Bargaining Agreement during the time the sworn employee is in the Recruit Officer position, as well as any other unique terms and conditions of employment that pertain to such position.

NOW, THEREFORE, the City and the Association agree as follows:

1. Term of Recruit Officer Position. An employee hired into the Recruit Officer position is a full-time active employee of the City and a member of the public safety bargaining unit at the time of hire. An employee will transition out of the Recruit Officer position upon successful completion of the Academy and on their first day on full duty with the City as a certified sworn law enforcement officer, at which time the terms of this Memorandum of Understanding will no longer apply to such employee.
2. Primary Responsibility of Recruit Officer. A Recruit Officer's primary responsibility is to participate and satisfactorily complete LESB certification through the Academy.
3. Application of the Collective Bargaining Agreement to the Recruit Officer Position. All the terms of the Collective Bargaining Agreement will apply to a sworn employee serving in the Recruit Officer position unless specifically modified by this Memorandum of Understanding. The parties recognize that certain provisions of the Collective Bargaining Agreement such as shift selections

may not be easily adapted to a Recruit Officer's basic academy assignment. In the event there is a question in terms of how a Recruit Officer's schedule or conditions of employment relates to a provision of the Collective Bargaining Agreement, the City and the Association will meet to discuss acceptable equitable solutions. If that discussion is unsuccessful in resolving the dispute, the City and the Association will retain their respective rights and arguments under the current provisions of the Collective Bargaining Agreement.

4. General Compensation and Benefits. Provided a sworn employee serving in the Recruit Officer position meets any such eligibility requirement for compensation or benefits provided to regular full-time employees, such employee shall receive all of the compensation and benefits that any full-time employee would receive except as specifically modified by this Memorandum of Understanding.
5. Wages. Article 17 and the wage tables set forth in Schedule A of the Collective Bargaining Agreement shall not apply to an employee serving in the Recruit Officer position during the period of time such employee begins the Academy and until the employee's first day serving in the position of "Police Officer," which shall occur the day after satisfactory completion of the Academy. During this period of time, an employee serving in the Recruit Officer position shall receive 80% of the Patrol hourly rate set forth in Schedule A of the Collective Bargaining Agreement. Effective immediately upon serving in the position of "Police Officer," an employee shall be receive the normal Patrol hourly rate set forth in Schedule A. If a Recruit Officer is assigned to field training prior to the Academy beginning, the Recruit Officer shall receive the normal Patrol hourly rate set forth in Schedule A until they start the Academy, at which time they shall receive 80% of the hourly Patrol rate set forth in Schedule A.
6. Hours of Work. Article 9 – Hours of Work, Overtime, and Premium Pay shall not apply to an employee serving in the Recruit Officer position during the period of time such employee begins the Academy and until the employee's first day serving in the position of "Police Officer," which shall occur the day after satisfactory completion of the Academy. During such period of time, the normal work week for the Recruit Officer will be eight (8) hours a day, Monday through Friday (i.e., five (5) workdays on, two (2) weekend days off). However, a Recruit Officer's normal workweek may be modified by the schedule of the Academy. Recruit Officers must share the Academy's schedule with the Chief of Police. Article 9 – Hours of Work, Overtime, and Premium pay shall apply to an employee serving in the Recruit Position upon their first day serving in the position of "Police Officer," which shall occur the day after satisfactory completion of the Academy.
7. Overtime. Article 9 – Hours of Work, Overtime, and Premium Pay shall not apply to an employee serving in the Recruit Officer position during the period of time such employee begins the Academy and until the employee's first day serving in the position of "Police Officer," which shall occur the day after satisfactory completion of the Academy. During such period of time, Recruit Officers will receive overtime pay of one-and-one-half (1 ½) their regular rate of pay for any hours worked in excess of 40 hours in a workweek. A workweek under this Paragraph begins at 12:00 midnight Saturday and extends through 11:59 p.m. the following Saturday. Any travel time or study time a Recruit Officer engages in while attending the Academy shall not count as hours worked and therefore shall not count toward overtime. Recruit Officers must receive permission from a supervisor prior to working any overtime. Article 9 – Hours of Work, Overtime, and Premium pay shall apply to an employee serving in the Recruit Position upon

their first day serving in the position of "Police Officer," which shall occur the day after satisfactory completion of the Academy.

8. Seniority. An employee serving in the Recruit Officer position shall begin to accrue "Bargaining Unit Seniority" and "Patrol Division Seniority" provided for under Article 5 – Seniority immediately upon the date such employee is hired by the City.
9. Probationary Period. The one-year Probationary Period provided for under Article 5 – Seniority, Section 2 shall not commence for an employee serving in the Recruit Officer position until the first date such employee begins serving in the position of "Police Officer," which shall occur the day after satisfactory completion of the Academy.
10. Holidays. Article 7 – Holidays shall not apply to an employee serving in the Recruit Officer position during the period of time such employee begins the Academy and until the employee's first day serving in the position of "Police Officer," which shall occur the day after satisfactory completion of the Academy. During such period of time, the Recruit Officer shall be relieved from their attendance and participation in the Academy in accordance with Academy policy and regulations. To the extent a Recruit Officer is required to attend or participate in Academy-mandated events or other approved work on a legal holiday listed under Section 3 of Article 7 – Holidays, the Recruit Officer shall be paid at their regular rate of pay for hours worked on such holiday. A Recruit Officer shall receive the hours as listed under Section 5 of Article 7 – Holidays, but is ineligible to take the holiday time off in lieu until their first day serving in the position of "Police Officer," Article 7 - Holidays shall apply to an employee serving in the Recruit Position upon their first day serving in the position of "Police Officer," which shall occur the day after satisfactory completion of the Academy.
11. Vacation Leave. Article 8 – Vacations shall not apply to an employee serving in the Recruit Officer position during the period of time such employee begins the Academy and until the employee's first day serving in the position of "Police Officer," which shall occur the day after satisfactory completion of the Academy. This means that, during such period of time, Recruit Officers shall be ineligible to take vacation leave. Article 8 - Vacations shall apply to an employee serving in the Recruit Position upon their first day serving in the position of "Police Officer," which shall occur the day after satisfactory completion of the Academy. At such time, the amount of vacation leave such employee has earned under Article 8 – Vacations shall be determined utilizing the date the employee was hired to serve in the Recruit Officer position.
12. Sick Leave. Article 4 – Sick Leave, Duty Incurred Disability Pay, Funeral Leave, Emergency Leave, Leave of Absence, and Military Leave, Section 1 shall not apply to an employee serving in the Recruit Officer position during the period of time such employee begins the Academy and until the employee's first day serving in the position of "Police Officer," which shall occur the day after satisfactory completion of the Academy. This means that, during such period of time, Recruit Officers shall be ineligible to take sick leave. Article 4 – Sick Leave, Duty Incurred Disability Pay, Funeral Leave, Emergency Leave, Leave of Absence, and Military Leave, Section 1 shall apply to an employee serving in the Recruit Position upon their first day serving in the position of "Police Officer," which shall occur the day after satisfactory completion of the Academy. At such time, the amount of sick leave such employee has earned under Article 4 – Sick Leave, Duty Incurred Disability Pay, Funeral Leave, Emergency Leave, Leave of Absence, and Military Leave, Section 1 shall be determined utilizing the date the employee was hired to serve in the Recruit Officer position.

13. Duty Incurred Disability Pay, Funeral Leave, Emergency Leave, Leave of Absence, and Military Leave. Article 4 – Sick Leave, Duty Incurred Disability Pay, Funeral Leave, Emergency Leave, Leave of Absence, and Military Leave, Sections 2 through 6 shall not apply to an employee serving in the Recruit Officer position during the period of time such employee begins the Academy and until the employee’s first day serving in the position of “Police Officer,” which shall occur the day after satisfactory completion of the Academy. During this period of time, Recruit Officers shall be granted a leave of absence only in accordance with applicable law and as determined by the City, any and compensation paid to a Recruit Officer while out on such leave of absence shall be in accordance with applicable law and as determined by the City. Article 4 – Sick Leave, Duty Incurred Disability Pay, Funeral Leave, Emergency Leave, Leave of Absence, and Military Leave, Sections 2 through 6 shall apply to an employee serving in the Recruit Position upon their first day serving in the position of “Police Officer,” which shall occur the day after satisfactory completion of the Academy.
14. Concealed Carry. Recruit Officers shall not carry a concealed weapon until successful completion of the Academy and until the Officer qualifies with the City’s issued firearm. This does not preclude a Recruit Officer from carrying a concealed weapon if they have a valid Wisconsin-issued Concealed Carry Weapons (“CCW”) permit.
15. Academy Costs. All costs of the Academy shall be borne by the City, including but not limited to tuition, materials, mileage between the training academy and recruit’s residence or lodging with prior approval. (Re: § 165.85(5)(b), Wis. Stats. and Ch. LES 5, Wis. Admin. Code.)
16. Repayment of Hiring and Training Costs by Recruit Officers. The City and an applicant for the Recruit Officer position may voluntarily enter into and be subject to a repayment agreement with respect to certain costs related to the City’s hiring and training of such applicant.
17. Transition from Recruit Officer to Police Officer. An individual serving in the Recruit Officer position shall not be eligible for continued employment with the City beyond their attendance at the Academy if they fail to successfully complete the Academy within the time parameters set forth by the City. If a Recruit Officer’s employment with the City is severed due to non-satisfactory completion of the Academy, as determined in the City’s sole discretion, the Recruit Officer shall have no recourse through the grievance procedure set forth in the Collective Bargaining Agreement or otherwise.
18. Governing Nature. Upon execution, this Memorandum of Understanding shall become the status quo and is to be fully incorporated in the parties’ successor Collective Bargaining Agreements unless modified by the parties during bargaining. All other terms and conditions of the parties’ Collective Bargaining Agreement shall apply. If there are conflicts between the Collective Bargaining Agreement and this Memorandum of Understanding, the terms of this Memorandum of Understanding shall govern.
19. The effective date for commensurate compensation and benefits under this Memorandum of Understanding applies to current Recruit Officers hired by the City on or after December 25, 2019.

Dated at Marinette, Wisconsin this day ____ of _____ 2019.

Agreed to by:

For the City

Date

For the Association

Date

For the WPPA / LEER

Date

EXHIBIT "A"
Sample Agreement With Recruit Officer

I, _____, hereinafter referred to as "Recruit Officer," in consideration of the promises and mutual covenants contained in this Agreement and the Memorandum of Understanding between the City of Marinette and the Marinette Professional Police Officers' Association, WPPA/LEER RE: Recruit Officer's and Training Academy dated _____, do hereby agree to the following the terms and conditions of my employment with the City of Marinette, hereinafter referred to as "City":

1. If the Recruit Officer chooses to leave the employment of the City within thirty-six (36) months of completion of the academy and takes another law enforcement position, or leaves the employment of the City within thirty-six (36) months of completion of the academy for any reason whatsoever, the Recruit Officer agrees to reimburse the City for costs paid for background checks, physical and psychological testing, training and equipment, and wages above minimum wage that were paid on behalf of the Recruit Officer. Those costs are expressed as liquidated damages in the following amounts:
 - Up to 9 months after certification - \$6,000.00
 - More than 9 months to 18 months after certification - \$4,500.00
 - More than 18 months to 27 months after certification - \$3,000.00
 - More than 27 months to 36 months after certification - \$1,500.00.
 - More than 36 months after certification - No reimbursement required.

2. This reimbursement requirement will be considered null and void if the Recruit Officer does not pass the academy requirements, or if the Recruit Officer is terminated by the City; granted a severance based on medical unfitness for duty; or for a military call-up. The City may also, on its own discretion waive the reimbursement in full or in part for any reason it believes to be appropriate. If a Recruit Officer does not successfully complete the academy or gain LESB certification, the Recruit Officer's employment with the City shall be severed with no recourse to the grievance procedure.

3. Recruit Officer agrees that the City may withhold or deduct from wages or other payments owed by the City to the Recruit Officer if the Recruit Officer leaves employment and owes a reimbursement to the City.

Dated: _____

Recruit Officer

CITY OF MARINETTE

Dated: _____

By: _____

Steve Genisot,
Mayor
City of Marinette