



CITY OF ANTIGO

FINANCE, PERSONNEL, AND LEGISLATIVE COMMITTEE MEETING

MULTI-PURPOSE ROOM

Wednesday, April 19, 2023

CITY HALL, 700 EDISON STREET

6:00 PM

Call to Order

Discussion and Action May Occur on Any of the Following Agenda Items:

1. Minutes from March 15, 2023 Meeting (pending completion)
2. Music in the Park Committee of Volunteers Request for a \$726.00 Donation for Music in the Park Brochures
3. Approval of Seasonal Brush/Mulch Operator Job Description
4. Council Rule Changes Brought Up During the Council Reorganization Meeting and Forwarded to Committee for Discussion
5. Fee Schedule Update of Administrative Charge for Lawn Mowing and Snow Removal (referred from the March 8, 2023 Council Meeting)
6. Fire Department Bay Painting
7. Call Loan for Public Improvement Debt of \$1,200,000 plus Interest with Reserve Funds from Businesses Lease Payments on September 1, 2023
8. Senior Center of Langlade County Correspondence Asking for the Remaining Rent from the Original Center to be paid in a Lump Sum versus Monthly Payments to be Used at the New Senior Center (\$19,200)
9. Consider Lease Revisions with Antigo Block Company for use of City-owned Property at 213 Superior Street
10. Grievance Appeal Form Step #3 as Requested by Acting Lieutenant/Firefighter John Krueger Regarding Status of Unpaid Leave
11. Step # 3 Grievance Procedure (Grievance #22-00) under the Collective Bargaining Agreement between the City of Antigo and Antigo Firefighters Union, Local 1000, as Filed by Acting Lieutenant/Firefighter John Krueger Seeking Paid Administrative Leave/Back-Pay
12. Closed Session: Pursuant to Section 19.85 (1)(c), Wisconsin Statutes, and upon Proper Motion, the Committee will Convene into Closed Session to Discuss the Third Step Grievance Filed by Acting Lieutenant/Firefighter John Krueger. Upon Completion of Discussion in Closed Session, the Commission will Reconvene into Open Session to Act on Matters Discussed, If Necessary, and Proceed with the Regular Order of Business

Any Other Matters Authorized by Law to be Considered

Adjournment

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact Cheryl Barta, 700 Edison Street, Antigo, Wisconsin 54409. (715) 623-3633 extension 100. Members of and possibly a quorum of members of other governmental bodies may be in attendance to gather information. Any governmental body other than that specifically referred to above will take no action.

DATE MAILED: April 13, 2023

TERRY BRAND

To The City of Antigo

We as a Committee are requesting funds to help support Music In The Park. We feel that this program helps Antigo to grow and prosper, therefore we are requesting funds to help support this program. In the past your have provided funds for the cost of the brochures and we are asking for that support again this year.

We thank you in advance for all that you do for Music in The Park.

Music in The Park Committee of Volunteers

RECEIVED

APR 13 2023

Attachment: Donation Request Music in the Park (6119 : Music in the Park)

invoice

April 10, 2023

Tammy Steger
1226 1st Avenue
Antigo, Wisconsin 54409
715.216.3136
tammysteger@gmail.com

Antigo Music Association
Nick Salm & Sharon Gibson

JOB - Music in the Park - 2023

Brochures

SIZE: 8.5" x 14" FOLDING: Double Parallel Fold PAPER: 100 lb. Gloss Book (C2S) with Aqueous Coating

Printing 5,000	\$541.00
Shipping	\$85.00
Design -	\$100.00

Total Due \$726.00

Thanks for Your Business!

Total due within 15 days of date noted on this invoice. Checks payable to Tammy Steger.

Attachment: Donation Request Music in the Park (6119 : Music in the Park)



To: Mayor and City Council
From: Kirk Packard, Street Commissioner
Date: April 19, 2023
Re: Approval of Seasonal Brush/Mulch Operator Job Description

The Street Department is in charge of staffing the Brush/Mulch pit on Wednesdays from noon until 7 pm and Saturdays from 8 am until 4 pm. We staff this with a seasonal employee. This employee does not participate in other Street Department activities therefore, I have tailored the previous job description to fit what this current position entails.

I have included the previous Seasonal General Laborer job description as well as the updated Seasonal Brush/Mulch Operator. If committee approves this updated job description, I will forward the same to Council next month. If you have any questions, please let me know.

POSITION DESCRIPTION

Position Title:	Seasonal General Laborer	FLSA Status:	Hourly/Not Exempt
Department:	Public Works	Division(s):	Street Department
Date:	01/08/2016		
Reformatted:	01/10/2022		

GENERAL PURPOSE

Performs a variety of semi-skilled maintenance work and operates a variety of equipment, tools and software in the general construction, operation, repair and maintenance of the municipal infrastructure, right of ways, services, and facilities as authorized.

SUPERVISION RECEIVED

Works under the direct supervision of the Street Commissioner or Working Supervisor with routine supervision received from their designated representatives.

SUPERVISION EXERCISED

Minimal; may oversee the work of volunteers or new seasonal laborers, and may work independently as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Maintain prompt, predictable, and regular physical attendance
- Provide truthful, accurate written and verbal communications
- Maintain the ability to lawfully operate designated motor vehicles and equipment at all times that duties are performed
- Maintain the ability to travel throughout and enter all different properties in the jurisdiction
- Assists in responding to complaints; communicate resolution process to immediate supervisor or seek assistance from immediate supervisor in resolution, as needed
- Perform computer data entry utilizing relevant software programs as assigned
- Abide by all safety rules and procedures
- Maintain relevant certifications

SPECIFIC DUTIES AND RESPONSIBILITIES

- Perform maintenance and/or construction on streets, sidewalks, trees, trails, and boulevards; along with general facility maintenance including fencing repairs and painting, as well as utility maintenance for water, storm water and sanitary sewer structures.
- Work independently at the brush and mulch site, as assigned
- General construction/maintenance including but not limited to pavement sawing, asphalt patching, crack-filling, water/storm/sanitary utility repairs, ditching, back-filling and other related activities.
- Participate as part of a crew or individually, including but not limited to: valve training, hydrant maintenance, main repairs, service repairs, and meter maintenance
- Assist in placing/removing banners, decorations, signs, and flags performed with use of an aerial truck (seasonal employees will not work in the bucket of the truck unless they have taken proper training)
- Examine streets, facilities, boulevards, trees, drainage systems, and utilities to identify any concerns
- Operate the following equipment/tools, including but not limited to: rollers, pneumatic tools, brush chipper, mowers, trimmers and aerial truck (only after proper training is provided)

PERIPHERAL DUTIES

- Performs other duties as assigned

MINIMUM QUALIFICATIONS

Necessary Knowledge, Skills and Abilities:

- (A) Some skill in the operation of listed tools and equipment
- (B) Ability to perform heavy manual tasks for extended periods of time
- (C) Ability to work safely
- (D) Ability to communicate effectively verbally and in writing
- (E) Ability to work effectively with fellow employees, other departments and the public
- (F) Ability to understand and carry out written and oral instructions
- (G) Must have a working knowledge or ability and willingness to obtain a working knowledge of the following:
 - a. Windows operating systems and programs with an emphasis on Microsoft office; and
 - b. Ability to navigate web applications and have an understanding of other emergent technologies and peripherals

SPECIAL REQUIREMENTS – Must possess or have the ability to possess prior to start date

- (A) Valid Wisconsin state driver's license; must be 17 years old to be assigned limited driving responsibilities

DESIRABLE QUALIFICATIONS

- (A) Must be at least 16 years old prior to starting date
- (B) Some knowledge of equipment, facilities, materials, methods, and procedures used in municipal maintenance, operation, construction or repair activities

TOOLS AND EQUIPMENT USED

Motorized vehicles and construction equipment; common hand and power tools; telephone; mobile radio or portable radio; personal computer including various software; and safety equipment including personal protective equipment (PPE) and testing instruments

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Hand-eye coordination is necessary to operate computers and various pieces of equipment. While performing the duties of this job, the employee is frequently required to stand, walk, sit, climb, balance, stoop, kneel, crouch, talk, hear, and smell. The employee frequently uses hands to finger, handle, feel or operate objects, tools or controls; and reach with hands and arms. The employee may frequently be required to walk over rough terrain.

The employee must frequently lift and/or move up to 60 pounds. The employee may be required to slide, roll, push or pull on an infrequent basis up to 140 pounds. The work will also require sitting and operating a keyboard. Specific vision abilities required by this job include close vision, distant vision, color vision, peripheral vision and depth perception.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outside weather conditions which may become extreme. The employee frequently works near moving parts and is exposed to wet and/or humid conditions, and vibrations. The employee occasionally works in high precarious places and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals and risk of electrical shock.

The noise level in the work environment is loud.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference and background check; drug testing; and job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to modification by the employer as the needs of the employer and requirements of the job change.

DRAFT

POSITION DESCRIPTION

Position Title: Seasonal Brush/Mulch Operator FLSA Status: Hourly/Not Exempt
 Department: Public Works Division(s): Street Department
 Date: 5/10/2023

GENERAL PURPOSE

Performs a variety of semi-skilled maintenance work and operates a variety of equipment, tools and software in the general construction, operation, repair and maintenance of the municipal infrastructure, right of ways, services, and facilities as authorized.

SUPERVISION RECEIVED

Works under the direct supervision of the Street Commissioner or Working Foreman with routine supervision received from their designated representatives.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Maintain prompt, predictable, and regular physical attendance
- Provide truthful, accurate written and verbal communications
- Maintain the ability to lawfully operate designated motor vehicles and mowing equipment at all times that duties are performed
- Maintain the ability to travel throughout and enter all different properties in the jurisdiction
- Assists in responding to complaints; communicate resolution process to immediate supervisor or seek assistance from immediate supervisor in resolution, as needed
- Abide by all safety rules and procedures

SPECIFIC DUTIES AND RESPONSIBILITIES

- Work independently at the brush and mulch site, as assigned
- Operate the following equipment/tools, including but not limited to: mowers and trimmers

PERIPHERAL DUTIES

- Performs other duties as assigned

MINIMUM QUALIFICATIONS

Necessary Knowledge, Skills and Abilities:

- (A) Some skill in the operation of listed tools and equipment
- (B) Ability to work safely
- (C) Ability to communicate effectively verbally and in writing
- (D) Ability to work effectively with fellow employees, other departments and the public
- (E) Ability to understand and carry out written and oral instructions

SPECIAL REQUIREMENTS – Must possess or have the ability to possess prior to start date

- (A) Valid Wisconsin state driver's license; must be 17 years old to be assigned limited driving responsibilities

DESIRABLE QUALIFICATIONS

- (A) Must be at least 17 years old prior to starting date
- (B) Some knowledge of equipment, facilities, materials, methods, and procedures used in municipal maintenance, operation, construction or repair activities

TOOLS AND EQUIPMENT USED

Motorized vehicles and mowers/trimmers; common hand and power tools; telephone; mobile radio or portable radio; and safety equipment including personal protective equipment (PPE) and testing instruments

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Hand-eye coordination is necessary to operate computers and various pieces of equipment. While performing the duties of this job, the employee is frequently required to stand, walk, sit, climb, balance, stoop, kneel, crouch, talk, hear, and smell. The employee frequently uses hands to finger, handle, feel or operate objects, tools or controls; and reach with hands and arms. The employee may frequently be required to walk over rough terrain.

The employee must frequently lift and/or move up to 30 pounds. The employee may be required to slide, roll, push or pull on an infrequent basis. The work will also require sitting and operating a keyboard. Specific vision abilities required by this job include close vision, distant vision, color vision, peripheral vision and depth perception.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outside weather conditions which may become extreme. The employee frequently works near moving parts and is exposed to wet and/or humid conditions, and vibrations. The employee is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals and risk of electrical shock.

The noise level in the work environment is loud.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference and background check; drug testing; and job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to modification by the employer as the needs of the employer and requirements of the job change.

Approved: 04-20-21
Updated: 04-19-22 (no change)

**COMMON COUNCIL, CITY OF ANTIGO
GOVERNING RULES OF PROCEDURE
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Attachment: RULES 2022-23 (6120 : Council Rules)

COUNCIL MEETING - LOCATION

- RULE 1. All meetings of the Antigo Common Council shall be held at City Hall, except when approved at the previous meeting.

COUNCIL MEETING - TIME

- RULE 2. The regular meeting of the Common Council shall be held the 2nd Wednesday of each calendar month at 6:00 p.m. as specified in Antigo Municipal Code.

COUNCIL MEETINGS - OPEN TO THE PUBLIC

- RULE 3. All meetings of the Common Council and committees shall be open to the public, except as provided for in Sec. 19.81 through 19.98 State Statutes for scheduled or unscheduled closed sessions.

ELECTION OF OFFICERS

- RULE 4. Procedures for electing officers are as follows:
- (a) Annually, at the first meeting of the new Council, the members shall choose a Council President from among their number and authority shall be conferred by Statute 62.09(8)(e).
 - (b) The above elections shall be by affirmative motion.

PRESIDING OFFICER

- RULE 5. The Mayor shall preside at all meetings of the Council, Wis. Statutes 62.09(8)(b) and shall be considered the Chief Executive Officer, Wis. Statutes 62.09(8)(a). The Mayor has no regular administrative or executive duties except those provided by State Statute or customary as the Chief Executive Official. In case of the Mayor's absence or temporary disability, the Council President shall act as Mayor during the continuance of the absence. In case of the absence or temporary disability of the Mayor and the Council President, a Mayor Pro Tempore selected by members of the Council shall act as Mayor during the continuance of the absences or disabilities. The Mayor, Council President, or Mayor Pro Tempore is referred to as "Presiding Officer" from time to time in these Rules of Procedure.

QUORUM

- RULE 6. At all meetings of the Council, six Council members, who are present and eligible to vote, shall constitute a quorum for the transaction of business, Wis. Statutes 62.11(3)(b)

ATTENDANCE, EXCUSED ABSENCES

- RULE 7.
- (a) A Council member may be subject to removal from his/her office by failing to attend regular meetings of the Council without being excused by the Council. (Sec.17.12)(Wis. Statutes). Members of the Council may be so excused by complying with this section.

The member shall contact the Presiding Officer prior to the meeting and state the reason for his/her inability to attend the meeting. If the member is unable to contact the Presiding Officer, the member shall contact the Chief Administrative Official or City Clerk, who shall convey the message to the Presiding Officer. Following roll call, the Presiding Officer shall inform the Council of the member's absence, state the reason for such absence, and excuse the member's absence. The Clerk will make an appropriate notation in the minutes. If another Council member questions the member's absence, the Presiding Officer shall inquire if there is a motion to excuse the member. This motion shall be non-debatable. Upon passage of such motion by a majority of members present, the absent member shall be considered excused and the Clerk will make an appropriate notation in the minutes. All members of Council, including the Mayor, are expected to arrive at meetings prepared and must not be influenced by alcohol or illegal substances.

- (b) Per Resolution No. 132-00, Council members elected to office in 2001 or after shall receive \$75 per month compensation, plus \$30 per diem for committee meetings held on matters referred by Council vote or by the Mayor, or for a special meeting called by the Chairperson of the respective committee.

For each unexcused absence from regular Council meetings in excess of one in any one Mayoral term year, \$25 shall be deducted from an Alderperson's compensation.

All members of the Council, including the Mayor, serving on any department, board, commission, or committee (including Ad Hoc and special), excluding the Library Board and Housing Authority Board, as appointed by the Mayor/Council, shall be compensated per diem as identified above.

All Council members, including the Mayor, when attending all other meetings, as a representative of the City, either within or outside the City, shall be compensated per diem as identified above.

SPECIAL COUNCIL MEETINGS

RULE 8. Procedures for setting a special meeting are as follows:

- (a) A special meeting may be called by the Presiding Officer.
- (b) Notice of the special meeting shall be prepared in writing by the Clerk/Chief Administrative Official. The notice shall contain the following information about the meeting: date, time, place, and business to be transacted.
- (c) The notice shall be delivered by mail, fax, e-mail, or personally to each Council member, applicable department managers, and the business office of the local newspaper and radio station which has on file a written request for notice of special meetings. The notice must be delivered at least twenty-four (24) hours prior to the meeting.
- (d) The notices provided in this section may be dispensed with under the following circumstances: In the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.

COUNCIL MEETING AGENDA

RULE 9. The Mayor/Chief Administrative Official shall arrange a list of such matters according to the order of business and prepare an agenda for the Council. The Presiding Officer or any Council member (upon approval by the Presiding Officer) may have any item placed on the agenda. If the Presiding Officer elects to withhold a Council member's item from the agenda, a written explanation will be provided. A copy of the agenda and supporting materials, "Council Packets," shall be prepared for Council members, applicable department managers, and the media on or before 4:30 p.m. two working days before a regular Council meeting. Council Packets shall generally be prepared and distributed the Friday preceding the regular Council meeting.

The Presiding Officer shall have the option of deleting any item from the agenda or deferring an item on the agenda to a subsequent Council meeting. Council may by two-thirds vote, delegate power to act to a Council Committee.

COUNCIL COMMITTEE OF THE WHOLE

RULE 10. Council as a Committee of the Whole meetings shall be held as needed, but shall *generally* be held on the 4th Wednesday of the month at 6:00 p.m.

Council as a Committee of the Whole meetings shall be conducted informally so long as such informality is not in conflict with the rules of procedure. The Mayor shall be presiding officer and the Mayor/Chief Administrative Official, shall prepare an agenda for the Council. A copy of the agenda along with any supporting materials shall be forwarded to Council members, applicable department managers, and the media on or before 4:30 p.m. two working days before the meeting.

CHIEF ADMINISTRATIVE OFFICIAL (CAO)

RULE 11. The Chief Administrative Official shall attend all meetings of the Common Council, unless excused by the Presiding Officer or Council.

SEATING ARRANGEMENT

RULE 12. Council members shall occupy their respective seats in the Council Chamber assigned to them by the Mayor.

DISSENTS AND PROTESTS

RULE 13. Any Council member shall have the right to express dissent from or protest against any ordinance or resolution of the Council and have the reason therefore entered in the minutes.

RULES OF ORDER

RULE 14. Rules of order shall be governed by Robert's Rules of Order. The City Attorney or his/her designee shall serve as parliamentarian and shall advise the Presiding Officer as to correct rules of procedure or questions of specific rule application.

MOTIONS

RULE 15. All ordinances, resolutions, contracts and items of business that require Council approval prior to the expenditure of funds shall be in the form of an affirmative motion.

All Resolutions considered by Council accepting/approving bids shall have attached to them a summary of all bids received.

A Motion should be used when: (1) modifying or rescinding another motion (2) the subject relates to the conduct of the Council meeting; or (3) when expressing an opinion.

ORDER OF BUSINESS

RULE 16. The business of all regular meetings of the Council shall be transacted as follows; provided, however that the Presiding Officer may, during a Council meeting, re-arrange items on the agenda to conduct the business before the Council more expeditiously.

- (a) Call to order by the Presiding Officer.
- (b) Roll Call.
- (c) Pledge of Allegiance and Moment of Silent Meditation.
- (d) Approval of Minutes of Previous Meeting.
- (e) Public Hearings as governed by applicable State Statutes and City Ordinances.
- (f) Citizen Comments
 - (1) Subjects on the current agenda. Any member of the public who wishes to address the Council regarding an item on the current agenda shall sign in prior to the meeting. The Presiding Officer will call each speaker to the floor during this portion of the meeting. The Presiding Officer may determine the order of speakers so that testimony is heard in the most logical groupings, e.g. proponents, opponents, adjacent owners, vested interests, etc.
 - (2) Subject not on the current agenda. Any member of the public who wishes to address the Council regarding an item that is not on the current agenda shall sign in prior to the meeting. The Presiding Officer shall rule on the appropriateness of public comments at this time, may place the matter on a future agenda, or could refer the matter to staff or committee for investigation and report.
 - (3) Any member of the public may request to be placed on the agenda by contacting the Mayor's or Clerk-Treasurer's Office with his/her name, address, and subject of comments prior to the agendas being distributed. The Presiding Officer shall rule on the appropriateness of public comments at this time, may place the matter on a future agenda, or could refer the matter to staff or committee for investigation and report.

- (4) Speakers are subject to a time limitation of 5 minutes, unless otherwise extended by Council. The Presiding Officer may place the matter on a future agenda or refer the matter to staff or Council committee for investigation and report.
- (5) Any ruling by the Presiding Officer relative to the preceding subsections may be overruled by a vote of a majority of members present.
- (g) Consent Agenda.
 - (1) The Presiding Officer, in consultation with the Chief Administrative Official, shall place matters on the Consent Agenda which have been: (a) previously discussed by the Council, or (b) based on the information delivered to members of the Council by administration that can be reviewed by a Council member without further explanation, or (c) are so routine or technical in nature that passage is likely, or (d) routine expenditure of funds by Resolution.
 - (2) The Clerk of the Council shall, if requested, read the Consent Agenda. Council members may ask questions for clarification, but not debate, items listed on the consent agenda.
 - (3) The proper Council motion on the Consent Agenda is as follows: "I move for adoption of the Consent Agenda". This motion shall be non-debatable and will have the effect of moving to adopt all items on the Consent Agenda. A roll call vote shall be used when expenditures or committee appointments exist on the Consent Agenda. Any member of the Council shall have the right to move for the removal of any item from the Consent Agenda.

Therefore, prior to the vote on the motion to adopt the Consent Agenda, the Presiding Officer shall inquire if any Council member wishes an item to be withdrawn from the Consent Agenda. If any matter is withdrawn, the Presiding Officer shall place the item at an appropriate place on the agenda.
- (h) New Business
 - (i) Licenses and Permits
 - (ii) Communications and Petitions
 - (iii) Resolutions
 - (iv) Ordinances
- (i) Miscellaneous Business
 - (i) Payment of bills
 - (ii) Committee Referrals
 - (iii) Closed Session (as required)
 - (iii) Adjournment

VOTING

RULE 17. The votes during all meetings of the Council shall be transacted as follows:

- (a) Any alderperson may demand an aye and no vote on any matter. However, the vote shall be by ayes and noes if the Council is: a) confirming appointments; b) adopting any measure that

assesses or levies taxes; c) appropriating or disbursing money; or d) creating any liability or charge against the City or any fund of the City. All aye and no votes shall be recorded in the minutes by the Clerk. An electronic voting system will be utilized for roll call votes with all alderpersons voting at the same time. When all votes have been cast, the Clerk shall indicate this, display the votes, and announce the results. No member may explain his or her vote during the calling of the ayes and noes.

- (b) In case of a tie in votes on any proposal, the proposal shall be considered lost, except when the Mayor elects to break the tie. The Mayor cannot be compelled to break a tie vote.
- (c) Every member who was in the Council Chambers when the question was put, shall give their vote unless the Council, for special reasons, shall excuse the member by motion or unless the Council member is excused in accordance with these rules. If any Council member declines to vote "aye" or "no", their vote shall be counted as an "aye" vote.
- (d) Except as otherwise provided by law, a majority of the votes cast shall be necessary for all Council action, provided a quorum has voted.

COMMITTEES

RULE 18. The Committee structure of the Council and the procedures governing all committees shall be as follows:

- (a) Finance, Personnel, and Legislative Committee. The Mayor shall chair and appoint five members of the Council. The Clerk/Chief Administrative Official shall be responsible for ensuring there is someone present at each meeting to serve as secretary and record the minutes. The secretary will be responsible for taking legible notes to be used during the preparation of minutes.

It shall be the duty of this committee to draft or have submitted to it, resolutions for expenditures of money and make recommendations thereon to the City Council any recommended transfer of funds within departments.

It shall assist in the determination of budget objectives and review of the annual budget prior to submission to the Common Council for consideration. All petitions for appropriations shall be filed with the City Clerk not later than the 15th day of October in any year.

It shall provide direction for the Mayor, Chief Administrative Official, and department managers in matters regarding union and non-union labor negotiations. No contract or labor agreement shall be considered adopted without City Council approval. It shall also provide consideration for matters related to Public Safety, Building, Licensing, Permits, and like events.

It shall generally supervise all financial matters of the City, including the periodic review of the budget and contracts.

All new positions must be approved by the Finance, Personnel, and Legislative Committee and approved by a two-thirds vote of the Council before hiring by the Chief Administrative Official. This includes employees funded by other governmental units.

The committee shall generally meet on the 3rd Wednesday of each month generally at 6:00 p.m., unless at committee discretion it is changed for a future meeting.

- (b) Public Works Committee. The Mayor shall appoint four members of Council and one additional member to serve as chairperson. The Clerk/Chief Administrative Official shall be responsible for ensuring there is someone present at each meeting to serve as secretary and record the minutes. The secretary will be responsible for taking legible notes to be used during the preparation of minutes.

It shall be the duty of this Committee to provide initial consideration for matters relating to Public Right of Ways, Public Lands, water and sewer operations, Utility expansion/replacement projects, and storm water management.

It shall consider development projects, municipal or private, and provide a recommendation to the Plan Commission or Common Council, as applicable, for consideration.

It shall provide oversight in the development of the Capital Improvements and Capital Equipment Program, forwarding a recommendation to the Finance, Personnel & Legislative Committee.

The Committee shall generally meet on the fourth Wednesday of each month.

- (c) Standing Committees. The Economic Development Committee shall consist of three Council members and three citizen members in addition to the Mayor who shall act as chairperson of the committee.

The Parks, Cemetery, & Recreation Commission shall consist of three Council members appointed to a mayoral term and four citizen members appointed to five year terms. The Mayor shall appoint a Chairperson at the onset of his/her term.

The Insurance Review Committee shall consist of the Chief Administrative Official, the Deputy Clerk-Treasurer, and the City Attorney.

- (d) Special Ad Hoc Citizen Advisory Committees. Special ad hoc citizen advisory committees may be created by the Mayor for a particular purpose. Committee members shall be appointed by the Mayor. The Mayor shall appoint the chair of the Committee. Citizen Advisory committees shall sunset at the end of their mission, but no later than the end of the mayoral term unless specifically continued by the Council thereafter for a specified time period. One Council member, and one alternate Council member, may be appointed as a member and liaison of a Citizen advisory committee.
- (e) Committees may make recommendations on proposed programs, services, and ordinances, within their area of responsibility before action is taken by Council. The Committee Chair may present the recommendations of the committee during the discussion of the item of business. Committees may take action to purchase items previously approved within the annual budget.
- (f) Minutes of action taken at committee meetings must be submitted to the City Clerk within 5 days of adjournment.

COUNCIL COMMUNICATIONS

- RULE 19. All statutory boards, commissions, and Council citizen advisory bodies over which the Common Council has jurisdiction shall provide the Council with copies of minutes taken. Communications from such boards, commissions and bodies to the City Council shall include all action taken by that body and be recorded in their minutes.

ENACTED ORDINANCES, RESOLUTIONS, AND MOTIONS

- RULE 20. An enacted ordinance is a legislative act prescribing general, uniform, and permanent rules of conduct relating to the corporate affairs of the municipality. Council action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty.

An enacted resolution is an internal legislative act, which is a formal statement of policy concerning matters of special or temporary character. Council action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired.

Motion is a form of action taken by the Council to direct that a specific action be taken on behalf of the municipality. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law.

ORDINANCES

- RULE 21. The procedure for ordinances is as follows:
- (a) With the exception of Franchise Ordinances as provided below, an ordinance may be put to its final passage on the same day on which it was introduced. The title of each ordinance shall in all cases be read prior to its passage; provided, should a majority of the Council members present request that the entire ordinance or certain of its sections be read, such requests shall be granted. Printed copies shall be made available for review upon request to any person attending a Council meeting.
 - (b) Franchises. All resolutions and ordinances granting a franchise require two readings prior to adoption. The second reading must be at least five days after the first reading. All franchise ordinances and resolutions may be passed only at a regular meeting of the council; and at least a majority of the governing body must vote in favor of the franchise.
 - (c) Emergency Ordinances. By vote of one more than the majority, the City Council may without notice or hearing adopt an emergency ordinance authorizing expenditures for a public emergency.
 - (d) A Council member may, in open session, request of the Presiding Officer that the Council study the wisdom of enacting a particular ordinance. By affirmative motion, the Council may assign the proposed ordinance to a specific committee for study and consideration. The committee shall report its findings to the Council.
 - (e) If a Motion to pass an ordinance fails, the ordinance shall be considered lost.

- (f) Any ordinance amending or repealing any portion of the Antigo Municipal Code shall also amend or repeal the respective portions of any underlying ordinance(s).

SUGGESTIONS TO COUNCIL

- RULE 22. When citizen suggestions are brought before the City Council in writing, other than for items already on an agenda, the Presiding Officer shall first determine whether the issue is legislative or administrative in nature and then:
- (a) If legislative, and a complaint about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Council finds such complaint suggests a change to an ordinance or resolution of the City, the Council may refer the matter to a committee, Administration, or the Council as a Committee of the Whole for study and recommendation.
 - (b) If administrative and a complaint regarding administrative staff performance, administrative execution or interpretation of legislative policy, or administrative policy within the authority of the Chief Administrative Official, the Presiding Officer should then refer the complaint directly to the CAO for his/her review if said complaint has not been so reviewed. The City Council may direct that the CAO brief or report to the Council when his/her response is made.

FILLING COUNCIL VACANCIES

- RULE 23. If a vacancy occurs in the office of Council member, the Council will follow the procedures outlined in the State Statutes.

PHOTOGRAPHS, MOTION PICTURES, VIDEO TAPE -- PERMISSION REQUIRED FOR ARTIFICIAL ILLUMINATION

- RULE 24. No photographs, motion pictures, or video tapes that require the use of flash bulbs, electronic flashes, flood lights, or similar artificial illumination shall be made at City Council Meetings without the consent of the Presiding Officer.

CHECKLISTS FOR GOVERNING BODY ACTION

Appendix 1

There are a number of risk reduction checklists that governing body members should use when considering legislative actions. Legislators, administrators, and legal counsel who draft ordinances and other proposed legislative actions should review the proposed ordinance, etc. against the appropriate checklists.

Equal Protection Checklist:

1. Does the action treat different groups of people differently?
2. If so, what standard will the classification be judged?
3. Is the classification justifiable under the appropriate standard?
4. Will an ordinance or policy which is neutral on its face have a discriminatory impact when applied?
5. Does the local government have a sufficient basis in fact in support of the action and/or classification?

Substantive Due Process Checklist:

1. Does the City have a legitimate goal in pursuing its proposed course of action?
2. What is the nature of the "right" being affected by the agency's decision?
3. Is it a right which is deemed to be fundamental? If so, does the agency have a compelling interest for taking the action?
4. If a fundamental right is involved, is there another, less drastic way for the local government to achieve its goal which will create less interference with the constitutional right?
5. If it is an economic, social or business regulation, is there a rational relationship between the regulation and the governmental goal?

Procedural Due Process Checklist:

1. Will the proposed action or ordinance deprive a person of a "liberty" or "property" interest?
2. If so, has that person been afforded due process?
3. Has the person been given notice?
4. Has the person been given an opportunity to be heard?
5. Has the person been given a statement of reasons for the agency's decision?
6. Has the local government complied with applicable statutory, ordinance or contract provisions requiring due process?

7. Does an ordinance give sufficient notice to persons of its requirements?
8. Are the terms used in an ordinance defined?
9. Does the ordinance provide clear standards for the conduct of the officials who must enforce it?

Due Process Checklist: Licenses and Permits

1. Is there an ordinance dealing with the granting or revocation of the license or permit?
2. Is the ordinance clear and unambiguous?
3. Has the applicant for a license or permit been given reasonable information as to the items which (s)he must submit to the agency prior to issuance?
4. Does the local government have the authority to legislate in the area for which the license or permit is to be granted?
5. Are the requirements for issuance of a license or permit reasonable and have they been consistently applied?
6. Do the items required prior to the issuance of a license or permit bear some reasonable relationship to the activity to be allowed?
7. Has the local government sought to limit the number of persons who can receive the license or permit?
8. If there is a limitation in the number of persons who may receive the license or permit, is there statutory authority for such a limitation?
9. Has an applicant for a license or permit been given an opportunity to have a hearing if the granting of a license or permit has been denied?
10. Has a hearing been held prior to the suspension or revocation of an existing license or permit?
11. If in an area with a limited number of licenses or permits, can the agency present a reason for the reduction, and has the identity of the business which will lose its license or permit been determined in a non-discriminatory manner?
12. Is the refusal to issue, or revocation of, the license or permit justified, or solely in response to public pressure?
13. Has the inspection or regulatory system of the agency been enforced in a non-discriminatory manner, or is the person being singled out for enforcement?
14. Do the fees charged for licenses and permits bear a reasonable relation to the cost of enforcement?

General Ordinance Adoption Checklist:

1. Have the statutory or local procedural requirements been followed?

2. Is the ordinance a subject upon which the City has Federal or State constitutional or statutory authority to act?
3. As drafted, does the ordinance treat all similarly situated persons in the same way?
4. Are the terms of the ordinance clear enough so that people do not have to guess at its meaning?
5. Does the ordinance clearly state what a person must do in order to comply with it?
6. Does the ordinance define special or broad terms which it uses?
7. Does the ordinance set sufficient standards for the officials who must enforce it, or does it give the enforcing agent too much discretion in making a decision whether or not to do something?
8. Does the ordinance require that notice or hearing be given to a person whose rights are affected by it?
9. Does the ordinance require the official who is making a decision under it to give notice of that decision and the reasons for it within a reasonable time?
10. Can the local government achieve its goal by using a less restrictive or intrusive means?
11. Do the ordinance provisions constitute a "prior restraint" on a person's First Amendment rights?
12. Has the agency created an adequate record or compiled sufficient evidence in order to support its findings and conclusions for enacting the ordinance?
13. Is the ordinance too broad?
14. Does the ordinance so heavily burden a person's use of his property that it might be considered a taking?
15. If an ordinance is changing an existing local regulation, does it give persons a reasonable amount of time to comply with the changes?
16. Has the Attorney and Risk Manager been consulted before taking action which might result in claims against the agency or litigation?
17. Have similar ordinances been upheld elsewhere?
18. If an ordinance is challenged, would you consider suspending it pending a judicial determination?



To: Mayor and City Council
From: Sarah Repp, Parks, Recreation, and Cemetery Supervisor
Date: April 19, 2023
Re: Fee Schedule Update of Administrative Charge for Lawn Mowing and Snow Removal (referred from the March 8, 2023 Council Meeting)

Our current Fee Schedule states the following:

Sec. 1-22.-Fee Schedule

6-6(g)

Cutting of lawns/grasses: The following charges are to be in addition to the actual city costs incurred:

Administration Fee: \$75

Plus labor (minimum of 1/2 hour labor) would be assessed following each lawn mowing.

Sec. 1-22.-Fee Schedule

22-190(15)

Snow/ice removal: These charges are to be in addition to the actual city costs incurred:

Administration Fee: \$75

Plus labor (minimum of 1/2 hour labor) would be assessed following each snow removal or application of salt/sand mix.

Due to increasing costs we are recommending updating the Administrative fee from \$75 to \$125 for a total increase of \$50.



To: Mayor and City Council
From: Corey Smith, Assistant Fire Chief
Date: April 19, 2023
Re: Fire Department Bay Painting

We have been putting money aside for several years to repaint our fire department apparatus bay. The paint is original to the building from 1995 and it's showing its age. We requested bids for the repainting and received one bid from Duernberger Painting.

The total bid came in at \$41,480.00 but after discussing this further, we have decided not to do the ceiling area of the bay as this will save over \$20,000. I have discussed this with Ron Duernberger and he has no problem with us not accepting that part of the bid and only approving the bay walls, doors and door frames.

I would like a motion to approve the bid from Duernberger Painting for \$20,720 to paint the fire department bay walls, doors and door frames.

Date of Opening: 3/6/23

Jane Smith
Jon Petrosky
Tom Bauchnecht

June 2nd
~~Chas. H. King~~
 Apprais. Dec. 1st 1864

Packet Pg. 25



To: Mayor and City Council
From: Kaye Matucheski, Clerk-Treasurer/Finance Director
Date: April 19, 2023
Re: Call Loan for Public Improvement Debt of \$1,200,000 plus Interest with Reserve Funds from Businesses Lease Payments on September 1, 2023

The City has an outstanding general obligation bond that was used to assist in purchasing buildings and leasing them back to the businesses. Those businesses would pay a monthly lease payment plus a payment in lieu of tax over the life of the loan. In order to move forward with these leases, the City had to borrow funds with the payments being made from the businesses lease payments. A few of the businesses refinanced their loans and paid the City in full.

With some of the leases paid off, the City has enough funds in reserve to make the balloon payment of \$1,200,000 that was originally due on September 1, 2025. This payment is callable September 1, 2023. This would leave only the two payments for 2024 and the final interest payment on March 1, 2025 to pay as they come due. We cannot make these payments early but the reserve will be paying these in 2024 and 2025.

I am requesting permission to pay the \$1,200,000 September 1, 2025 payment plus any interest on September 1, 2023 (the callable date). A resolution will be sent to Council if this is approved.



Senior Center of Langlade County

To: Antigo City Counsel

Attention: Kaye Matucheski, City Clerk

From: Senior Center of Langlade County Executive Committee

Date: March 30, 2023

The Senior Center of Langlade County would like to thank the City of Antigo for their generous support of the organization by providing reimbursement of our rent at 904 5th Avenue.

As of April 1, 2023 we will no longer be at that location and will be at our new location at 623 Edison Street. We no longer will be paying rent since we own the building, but can use the remaining balance of the city provided funding for utilities and minor alterations. This will allow us to continue to provide a safe and comfortable location for our senior citizens.

Therefore, we request that the city allocate the balance in a one lump total instead of monthly rent checks. This will allow us to meet our monetary requirements for start up.

RECEIVED

MAR 30 2023

Attachment: Senior Center Letter to Pay Out Remaining Funds from Monthly Rent (6118 : Senior Center Rent)



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: April 19, 2023
Re: Consider Lease Revisions with Antigo Block Company for use of City-owned Property at 213 Superior Street

The City has informally continued a 2014 lease agreement with the Antigo Block Company for use of a small vacant lot located at the southeast corner of the intersection of Hwy 45 and Irving Street. Antigo Block has traditionally utilized this space for displays of their various cement block and landscape items providing the traveling public a better means of seeing their retail sale opportunities.

City Plan reviewed the parcel to determine the appropriateness of a continued agreement with Antigo Block and concurred that the temporary traditional annual use is appropriate until a better opportunity were to present itself. The City owns this small highway frontage parcel along with the former feed mill site located a bit further down the road on Irving Street.

Updated agreement language, subsequent to the City Plan meeting, advanced with the Antigo Block Company input. It will be a renewable multi-year agreement (to satisfy current auditing standards) and our City Attorney assisted in its development. It is my recommendation to advance the agreement accordingly.



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: April 19, 2023
Re: Grievance Appeal Form Step #3 as Requested by Acting Lieutenant/Firefighter John Krueger Regarding Status of Unpaid Leave

Copies of the Grievance procedure documentation from the initial filing by Acting Lieutenant/Firefighter John Krueger through the denials of the Grievance in Step #1 (Fire Chief) and Step #2 (Director of Administrative Services) are included in your agenda packets.

Step #3 of the Grievance Appeal process allows the grievant to have a Step#2 denied grievance presented in front of the FP&L Committee. The City's legal counsel will be available by video conference to assist the Committee in the process. I suspect that counsel from the Antigo Firefighter's Union, Local 1000, will also be linked into the video conference. Local representatives may likely attend the meeting.

GRIEVANCE APPEAL FORM

REGARDING GRIEVANCE NO. 22-00

NAME OF EMPLOYEE: John Krueger

POSITION: DEP ALT/FF

DEPARTMENT: Fire Department

1. I WISH TO APPEAL THE GRIEVANCE ANSWER SIGNED BY (see answer form)

Name: City Administrator Mark Desotell

Title: Director of Administrative Services

Date: 06 March 2023

THIS GRIEVANCE IS THEREFORE APPEALED TO STEP NUMBER:

2 x 3 4 Arbitration

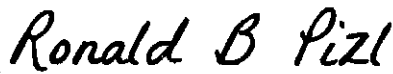
2. CONTRACT PROVISION(S) ALLEGED TO HAVE BEEN VIOLATED:

The Department placed ALT/FF John Krueger on unpaid leave dated 13 January 2023.This action violates: Article 10 – pay period and Appendix A- Wages. This action further constitutes disciplinary action against Krueger without a finding of just cause. This is in violation of the collective bargaining agreement and Wisconsin law.

3. REASON FOR APPEAL:

To place John Krueger on paid administration leave: Back pay to make the grievant whole.Employee's Signature: 

Date: 09 March 2023

Employee Representative's Signature: 

Date: 09 March 2023

Distribution:

City Administrator Mark Desotell

Fire Chief Jon Petrosky

Antigo firefighters IAFF Local 1000- Executive Board

Sean lees MacGillis Wiemer LLC



700 Edison St, Antigo, WI 54409

Phone: (715) 623-3633 x155

Fax: (715) 623-7323

Mark A. Desotell, P.E.
Director of Administrative Services

March 6, 2023

Lieutenant Ron Pizl
Attorney Sean Lees
MacGillis Wiemer LLC
11040 W. Bluemound Rd. #100
Milwaukee, WI 53226

RE: Article 7, Section I., Step 2 Response to Grievance #22-00

Dear Mr. Pizl & Lees:

The above grievance was received and denied by Fire Chief Jon Petroskey at Step 1. The Grievance was moved to Step 2 and presented to me on Friday, March 3, 2023. The Union was afforded the opportunity to provide me with all reasons as to why they believed the collective bargaining agreement was violated and to apprise me of any developments in Mr. Krueger's criminal case involving his pending charges and his bond conditions. Mr. Krueger has also previously been afforded the opportunity to present information for Chief Petroskey to consider related to this unpaid leave so as to afford Mr. Krueger process and to ensure no mistakes exist related to this determination. Mr. Krueger has not provided any information. However, I became aware following this meeting with you that on Thursday, March 2, 2023 Mr. Krueger's legal counsel filed a Motion to amend Mr. Krueger's bond conditions. At this time, there are no disciplinary charges pending before the City of Antigo Police & Fire Commission.

The Grievance is denied. I concur with the reasons identified by Chief Petroskey and I also believe that the collective bargaining agreement has not been violated. As presented, this grievance is DENIED at this step.

Sincerely,

Mark A. Desotell, P.E.
Director of Administrative Services
City of Antigo

The City of Antigo is an Equal Opportunity Provider

Attachment: John Krueger Grievance Appeal Form - Step 3 (6074 : Grievance Appeal Form Step #3 as Requested by ALT/FF John Krueger

GRIEVANCE ANSWER FORM
(Supplemental Material May Be Attached)

REGARDING GRIEVANCE NO. 22-00

STEP NUMBER: 1 2 X 3 4

NAME OF EMPLOYEE: John Krueger

POSITION: Acting Lieutenant/Firefighter

DEPARTMENT: Fire

1. FACTS AND ISSUES INVOLVED

Step #2 Grievance Appeal Form states:

The Department placed ALT/FF John Krueger on unpaid leave dated 13 January 2023

This action violates Article 10 – pay period and Appendix A – Wages. This action further constitutes disciplinary action against Krueger without a finding of just cause. This is a violation of the collective bargaining agreement and Wisconsin Law

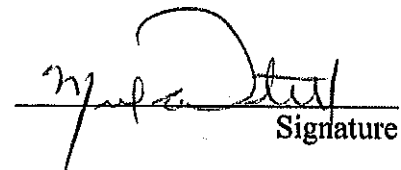
2. DECISION:

Denied

3. REASON FOR DECISION: (use separate sheet if necessary)

See attached letter of response from Mark Desotell dated 3-6-23

See attached letter of response (Step#1) from Chief Petroskey dated 2-9-23


Signature

DIRECTOR OF ADMIN SERVICES
Position:

ADMINISTRATION
Department:

8/6/23
Date:

Distribution: Lieutenant Ron Pizl
Attorney Sean Lees, MacGillis Wiemer, LLC
Fire Chief Jon Petroskey
Attorney Kyle Gulya, vonBriesen & Roper, s.c.

GRIEVANCE APPEAL FORM

REGARDING GRIEVANCE NO. 22-00

NAME OF EMPLOYEE: John Krueger

POSITION: DEP ALT/FF

DEPARTMENT: Fire Department

1. I WISH TO APPEAL THE GRIEVANCE ANSWER SIGNED BY (see answer form)

Name: Fire Chief Jon Petrosky

Title: Fire Chief

Date: 14 February 2023

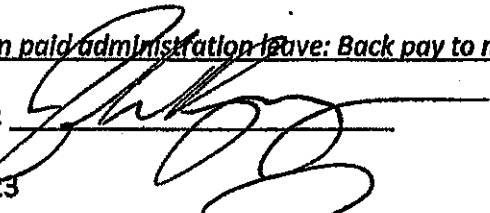
THIS GRIEVANCE IS THEREFORE APPEALED TO STEP NUMBER:

 x 2 3 4 Arbitration

2. CONTRACT PROVISION(S) ALLEGED TO HAVE BEEN VIOLATED:

The Department placed ALT/FF John Krueger on unpaid leave dated 13 January 2023.This action violates: Article 10 – pay period and Appendix A- Wages. This action further constitutes disciplinary action against Krueger without a finding of just cause. This is in violation of the collective bargaining agreement and Wisconsin law.

3. REASON FOR APPEAL:

To place John Krueger on paid administration leave: Back pay to make the grievant whole.Employee's Signature: 

Date: 14 February 2023

Employee Representative's Signature: 

Date: 14 February 2023

Distribution:

Fire Chief Jon Petrosky

Antigo firefighters IAFF Local 1000- Executive Board

Sean lees MacGillis Wiemer LLC

GRIEVANCE ANSWER FORM
(Supplemental Material May Be Attached)

REGARDING GRIEVANCE NO. 22-00

STEP NUMBER: 1 X 2 3 4

NAME OF EMPLOYEE: John Krueger

POSITION: Firefighter/Paramedic

DEPARTMENT: Fire

1. FACTS AND ISSUES INVOLVED

The Grievance states the following:

The Department placed ALT/FF John Krueger on unpaid leave via a letter dated January 13, 2023. The parties mutually agreed to an extension to file a grievance on this matter.

This action violates: Article 10 - Pay Period and Appendix A - Wages. This action further constitutes disciplinary action against Krueger without a finding of just cause, in violation of the collective bargaining agreement and Wisconsin law.

2. DECISION:

Denied.

3. REASON FOR DECISION: (use separate sheet if necessary)

Please see attached letter.

Jon Pedhazur
Signature

Fire Chief
Position:

Fire
Department:

2-9-23
Date:

Distribution:
Mark Desotell, Director of Administrative Services

Jon Petroskey
Fire Chief
jpetroskey@antigo-city.org



Corey Smith
Assistant Fire Chief
csmith@antigo-city.org

City of Antigo Fire Department

February 9, 2023

ALT/FF Ron Pizl
 Attorney Sean Lees
 MacGillis Wiemer LLC
 11040 W. Bluemound Rd. #100
 Milwaukee, WI 53226

RE: Article 7, Section I., Step 1 Response to Grievance #22-00

The above grievance was received by the Assistant Fire Chief Corey Smith on January 30, 2023 pursuant to Article 7, Section I., Step 1 of the Grievance Procedure outlined in the current Collective Bargaining Agreement between the City of Antigo and the Antigo Firefighters Union Local 1000 (CBA). See the attached copy of Grievance #22-00. The Grievance states that Article Ten (Pay Period); Appendix A, Wages was violated. The Statement of Grievance from ALT/FF John Krueger indicates the following:

The Department placed ALT/FF John Krueger on unpaid leave via a letter dated January 13, 2023. The parties mutually agreed to an extension to file a grievance on this matter.

This action violates: Article 10- Pay Period and Appendix A- Wages. This action further constitutes disciplinary action against Krueger without a finding of just cause, in violation of the collective bargaining agreement and Wisconsin law.

The Remedy for Grievance indicates as follows:

To place John Krueger on paid administrative leave: back-pay; otherwise make the grievant whole.

The Grievance was presented and the parties conferred with Chief Petroskey on Monday, February 6, 2023. The Union was afforded the opportunity to provide Chief Petroskey with all reasons as to why they believed the collective bargaining agreement was violated. Mr. Krueger has also been afforded the opportunity to present information for Chief Petroskey to consider related to this unpaid leave so as to afford Mr. Krueger process and to ensure no mistakes exist related to this determination.

700 Edison Street
 Antigo, Wisconsin 54409

715-350-7350
www.antigo-city.org/AFD

Jon Petroskey
Fire Chief
jpetroskey@antigo-city.org



Corey Smith
Assistant Fire Chief
csmith@antigo-city.org

City of Antigo Fire Department

The Grievance is denied. The collective bargaining agreement was not violated. None of the provisions identified by the Union were violated and no specific argument has been presented identifying how the City violated these contractual provisions. Mr. Krueger has also not been disciplined. He is presently under investigation and no disciplinary action has been taken against him and no charges pursuant to Wis. Stat. § 62.13(5) have been filed with the City of Antigo Police & Fire Commission involving him at this time. Mr. Krueger has been charged with multiple felonies and misdemeanors related to his conduct engaged in at work. The City is presently investigating those issue.

Mr. Krueger has significant restrictions imposed by the Langlade County Circuit Court that impact his lawful ability to perform the functions of his job due to his bond conditions. His bond conditions prohibit from having contact with two of the identified victims whom he could come across if he worked for the City due to the nature of his job duties where urgent response is required in unpredictable circumstances. His bond conditions further prohibit him from having any contact with the Antigo Fire Department without law enforcement present. Thus, he could not even report for duty or participate in this conference regarding the grievance. The City has not imposed these bond conditions, and the City should not have to pay as a result of the restrictions placed on Mr. Krueger through no fault of the City.

This begs these questions: would the Union prefer for Mr. Krueger to report for duty and thus cause him to violate his bond conditions and risk his freedom in order for there to be justification for paying him for albeit a brief period of time? Likewise, would the Union expect me to turn a blind eye to such conduct in violation of his bond conditions? Our critical relationships with our law enforcement partners necessitate that we stay far from that behavior.

The Union has not provided any specific authority directly supporting their contentions. The City believes that there is ample authority under state law and under federal constitutional jurisprudence reserving to the City and affording the City the ability to place Mr. Krueger on unpaid leave. In *Gilbert v. Homar*, 520 US 924 (1997), the U.S. Supreme Court wrote:

700 Edison Street
 Antigo, Wisconsin 54409

715-350-7350
www.antigo-city.org/AFD

Jon Petroskey
Fire Chief
jpetroskey@antigo-city.org



Corey Smith
Assistant Fire Chief
csmith@antigo-city.org

City of Antigo Fire Department

[T]he government does not have to give an employee charged with a felony a paid leave at taxpayer expense. If his services to the government are no longer useful once the felony charge has been filed, the Constitution does not require the government to bear the added expense of hiring a replacement while still paying him.

Article Two (Management Rights) and the reservation of rights therein supports the City's decision, particularly the right to relieve employees from their duties because of lack of work or any other legitimate reason.

While I understand that Mr. Krueger would prefer to be on paid administrative leave, I do not see any contractual violation in being placed on unpaid administrative leave pending the investigation. As presented, this grievance is DENIED at this step.

Sincerely,


Jon Petroskey
 Fire Chief

cc: Mr. Mark Desotell
 Mayor Bill Brandt

700 Edison Street
 Antigo, Wisconsin 54409

715-350-7350
www.antigo-city.org/AFD



To: Mayor and City Council
From: Mark Desotell, Director of Administrative Services
Date: April 19, 2023
Re: Step # 3 Grievance Procedure (Grievance #22-00) under the Collective Bargaining Agreement between the City of Antigo and Antigo Firefighters Union, Local 1000, as Filed by Acting Lieutenant/Firefighter John Krueger Seeking Paid Administrative Leave/Back-Pay

Step #3 of Article 7 (Grievance Procedure) of the collective bargaining agreement between the City and Antigo Firefighters (Local 1000) allows a grievant to submit a written appeal to the Finance, Personnel and Legislative Committee for grievances not settled in Step #2 of the process (see attached Article 7/Step #3).

I anticipate Legal Counsel, representing both parties to this matter, will be participating via virtual meeting software along with local bargaining unit representatives participating in-person. The members of the FP&L Committee will enter into closed session (along with the City's Labor attorney Kyle Gulya) in order to deliberate regarding their response. Any response will need to be made once back into open session. The grievance can either be accepted or denied at this step of the process. In the case of denial of Step #3 by the FP&L Committee, the grievant's next available option will be to either drop the grievance or advance it to the Arbitration Procedure (Step 8 - also attached).

- C. FTO. A Fire Fighter assigned as the Field Training Officer by the Chief shall receive one (1) hour of Compensatory Time per twenty-four (24) hour shift the FTO is assigned to a Probationary Fire Fighter for training purposes. The FTO shall not receive Compensatory Time if they are not engaged in training the full twenty-four (24) hours, nor shall they receive additional Compensatory Time for hours worked in excess of the scheduled shift. The FTO must work the entire shift with the probationary employee to receive the one (1) hour of Compensatory Time. Fire Fighters that are not assigned as the FTO shall not be eligible for Compensatory Time under this section even though they may serve as the FTO to a firefighter. FTOs that have one-hundred-eighty (180) hours of Compensatory time are not eligible for the one (1) hour of compensatory time incentive. FTO incentive compensation is only available for step 1, step 2 and step 3 of the FTO process.

ARTICLE 7 - GRIEVANCE PROCEDURE

- A. Definition of Grievance: A grievance shall be defined as a dispute concerning the interpretation or application of a specific provision of this Agreement. This definition of a grievance does not preclude the filing of a grievance based on an alleged past practice. A grievance shall not include any disciplinary matters involving suspension, reduction in rank (demotion), suspension and reduction in rank, or removal as such matters shall be processed in accordance with the applicable State Statutes and not under this grievance procedure.
- B. Time Limitations: If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended upon mutual consent in writing.
- C. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure, if all parties are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.
- D. Subject Matter: Only one subject matter shall be covered in any one grievance. A written grievance shall contain a clear and concise statement of the grievance, the signature of the grievant, indicate the issue involved, the relief sought, the date the incident or violation took place, and the section of the Agreement which has been alleged to have been violated.
- E. Names of Bargaining Unit Officials: The bargaining unit shall provide the Fire Chief with a list of the bargaining unit officers and officials assigned to various aspects of the grievance process. This list shall be provided no later than ten (10) days after the bargaining unit has held its election of officers.
- F. Forms: The grievance forms will be provided by the City.
- G. Time and Motion Limit: During all steps of the grievance procedure and all bargaining unit business, bargaining unit officials shall maintain records of their on-duty time and provide them to the Fire Chief within ten (10) days following the close of each month. Such records

shall indicate the total time expended, location, and employee. Permission must be received from the Fire Chief before a bargaining unit official or member may leave his work to conduct bargaining unit business.

H. Place of Hearing: The City consents to provide facilities for any grievance meetings.

I. Procedure: All grievances shall be processed in the following manner.

Step 1: The employee, alone or with his/her representative, shall prepare a written grievance on forms provided by the City to the Fire Chief no later than ten (10) calendar days after he/she knew or should have known of the cause of such grievance. In the event of a grievance, the employee shall perform his/her assigned work task and grieve his complaint later. The Fire Chief shall confer with the employee in relation to the grievance, after the Union representative is given the opportunity to be present at said conference. The Fire Chief shall within ten (10) calendar days, inform the employee and, where applicable, the representative, in writing of his decision.

Step 2: If the grievance is not settled in Step 1, the employee shall prepare a written appeal on forms provided by the City within five (5) calendar days of the answer at Step 1 and submit the grievance to the Director of Administrative Services. The Director of Administrative Services shall meet with the grievant at a mutually agreeable time and discuss the grievance with the employee. Following said conference, the Director of Administrative Services shall respond in writing to the employee within five (5) calendar days of the conference.

Step 3: If the grievance is not settled in Step 2, the employee shall prepare a written appeal on forms provided by the City within five (5) calendar days of the answer at Step 2. The Finance, Personnel & Legislative Committee shall meet with the grievant at a mutually agreeable time and discuss the grievance with the employee. Following said conference, the Finance, Personnel & Legislative Committee shall respond in writing to the employee within five (5) calendar days of the conference.

ARTICLE 8 - ARBITRATION PROCEDURE

A. Time Limit: If a satisfactory settlement is not reached in Step 3, the Union must notify the Finance, Personnel & Legislative Committee in writing within five (5) calendar days that they intend to process the grievance to arbitration.

B. Arbitrator: Any grievance, which cannot be settled through the above procedures, may be submitted to an Arbitrator to be selected as follows:

The Association shall make a written request to the Wisconsin Employment Relations Commission to provide a list of 5 potential arbitrators from its staff to hear the case within fifteen (15) calendar days of notifying the Finance, Personnel & Legislative Committee in Section A of the Union's desire to seek arbitration.

The Association agrees to "strike" the first name for the initial arbitration case subsequent to the adoption of this language (effective as of 1/1/17) and the parties shall alternate this "first-strike" privilege for any subsequent arbitration cases.

- C. Arbitration Hearing: The arbitrator appointed shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the Arbitrator shall render a written decision to both the City and the Association, which shall be binding upon both parties. In the event that arbitrability is an issue, the Arbitrator shall first decide the issue of arbitrability before conducting a hearing on the merits of the dispute.
- D. Costs: Both parties shall share equally the costs and expenses of the arbitration proceedings, including transcript fees and fees of the Arbitrator. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses including possible attorney's fees. Testimony or other participation of employees shall not be paid by the City. The arbitration hearing shall be conducted at a mutually agreeable location.
- E. Decision of the Arbitrator: The decision of the Arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract in the area where the alleged breach occurred. The Arbitrator shall not modify, add to or delete from the express terms of the Agreement, and it is agreed by the parties that any such action shall constitute a violation of Section 788.10, Wisconsin Statutes.
- F. Past Grievances: Past grievances may not be filed under the provisions of this procedure and all grievances filed which bear a filing date which precedes or is the same as the expiration date of this Agreement must be processed to conclusion under the terms of this procedure.
- G. Special Notice for New Facts: If the grievance has been processed beyond Step 1, and the grievant wishes to add new facts or information into the file, he/she shall immediately transmit notice to the Fire Chief and shall indicate in said notice the nature and details of the new facts. When such notice has been transmitted by the grievant, the grievance cannot progress through the arbitration procedures until the Fire Chief has had an opportunity to respond.

Within five (5) days of receipt of such special notice, the Fire Chief shall exercise one of the following options:

1. He/she may reopen the proceedings at Step 1 for the purpose of reconsidering the Step 1 decision.
2. He/she may acknowledge receipt of the facts and stipulate that the grievance proceeds.