

*****ATTACHMENTS*****

II

3.9

R. O. No. 160 - 20 - 21. By CITY CLERK. March 1, 2021.

Submitting a Petition for Writ of Certiorari in the matter of Chad Shelton v. Sheboygan City Licensing, Hearings, and Public Safety Committee of the Common Council.

FAP

CITY CLERK

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

STATE EX REL.

Case Classification Code 30955

CHAD SHELTON

1026 SWIFT AVE, SHEBOYGAN, WI 53081



Petitioner,

21CV0053

v.

Sheboygan City Licensing, Hearings, and Public Safety Committee of the Common Council

Respondent.

PETITION FOR WRIT OF CERTIORARI

TO: Judge of the Circuit Court County Circuit Court, Sheboygan I, CHAD SHELTON, the petitioner in this action, respectfully, state as follows:

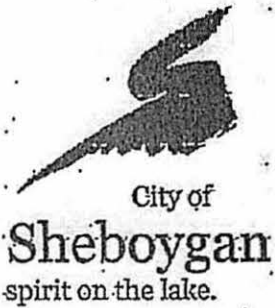
1. I am a resident of the city of Sheboygan.
2. The respondent is the Sheboygan City Licensing, Hearings, and Public Safety Committee of the Common Council.
3. I hereby ask the court to review the decision of the respondent regarding the finding of dangerous and vicious dog on my dogs Cronus and Odysseus.
4. There is no nonjudicial remedy available subsequent to the respondent's decision on appeal. Pursuant to Wis. Stats. § 68.13 I have the right to appeal this decision via filing for a judicial review.
5. I am now challenging the decisions of the Sheboygan City Licensing, Hearings, and Public Safety Committee of the Common Council in the dangerous dog proceeding. In the following respects, the proceedings described above were erroneous, were arbitrary and capricious, and were contrary to state law and the Wisconsin and United States Constitutions.

WHEREFORE, I respectfully request that a writ of certiorari be granted to bring up for review and determination the proceedings in the matter set forth in this petition; and that, upon the return of the writ, the decisions and actions of the respondent be reversed and adjudged to be null and void.

Respectfully submitted,

PRO SE PETITIONER

CLERK CIRCUIT COURT
 FILED
 2021 FEB 15 P 2:16
 SHEBOYGAN COUNTY
 WISCONSIN



January 15, 2021

Mr. Chad E. Shelton
1026 Swift Avenue
Sheboygan, WI 53081

Dear Mr. Shelton:

This letter is to inform you, pursuant to Section 18-47(i)(8) of the Sheboygan Municipal Code, of the determination of the Licensing, Hearings, and Public Safety Committee of the Common Council regarding your appeal of the order finding your dog Cronus to be a vicious dog, and your dog Odysseus to be a dangerous dog. The Committee affirmed the initial determination of the Chief of Police. As such, Cronus remains in the status of being a vicious dog and Odysseus remains in the status of being a dangerous dog.

Pursuant to Section 18-47(i)(10) of the Sheboygan Municipal Code, you do have the right to appeal this decision via filing for a judicial review pursuant to Wis. Stats. § 68.13. A judicial review must be sought via a Writ of Certiorari within thirty (30) days of the receipt of this letter. That Writ must be filed with the Circuit Court. As this was a final determination, if you seek review, the statute does require that the record of the proceedings be transcribed at the expense of the person seeking review. However, by stipulation the Court may order a synopsis of the proceedings in lieu of the transcript. The City is happy to enter into a stipulation with you to provide the court a video recording of the proceeding that was made by WSCS Sheboygan Community Station in lieu of a transcript to save you the cost thereof. If that is something in which you are interested, please feel free to let me know.

Sincerely,



Charles C. Adams
CITY ATTORNEY

CCA/kah

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

cc: Police Chief Christopher Domagalski
Lt. William Adams
Mayor Michael J. Vandersteen
Alderpersn Ryan Sorénson, Chair of Licensing, Hearings,
and Public Safety Committee

Duty served this 16 day of Feb 2021
at 1007 AM PM UPON Meredith Debra
as personal or substituted service
at 528 Center Shes
(Street address or location) (City, town, Village)
Sheboygan County, Wisconsin
by [Signature]
Sheboygan County Sheriff's Department

III

5.1

Res. No. 186 - 20 - 21. By Alderpersons Donohue and Bohren.
March 15, 2021.

A RESOLUTION supporting a strong state and local partnership regarding shared revenue funds for critical services.

WHEREAS, for over 90 years the state shared revenue program has been a key component of Wisconsin's state and local relationship and an important part of the state's overall program of property tax relief; and

WHEREAS, over the last 20 years shared revenue funding for municipalities has been cut by \$94 million; and

WHEREAS, over the last generation, property taxes have grown as a share of city and village revenues as shared revenue and other state aid to Wisconsin municipalities has lagged; and

WHEREAS, state aid provided a larger share of municipal revenues in Wisconsin than property taxes from 1975 to 1997. Today property taxes account for more than twice as much municipal revenue as state aid; and

WHEREAS, to create and maintain quality communities that attract businesses and families, municipalities must invest in services and infrastructure that people and businesses expect, like police protection, fire suppression, road maintenance, snowplowing, libraries, and parks; and

WHEREAS, the state should reinvest a portion of its sales and income tax revenue growth in local communities to spur further economic growth and make Wisconsin communities places where people want to live and work.

FAP.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan calls on the Legislature to pass a state budget increasing funding for the shared revenue program and directs the Clerk to send a copy of this resolution to the state legislators representing the City of Sheboygan, to Governor Tony Evers, and to the League of Wisconsin Municipalities.



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. ____ -20-21: Request from the Mayor to approve the attached resolution supporting the efforts of the League of Wisconsin Municipalities to see the Wisconsin State Legislature to increase State Shared Revenue Payments to Municipalities.

REPORT PREPARED BY: Michael Vandersteen, Mayor

REPORT DATE: March 19, 2021

MEETING DATE: March 22, 2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The City of Sheboygan is a member of the League of Wisconsin Municipalities, which is calling on its members to urge their state representatives in Madison to provide additional support to Municipalities in the upcoming Bi-annual Budget legislation. The key message is that Property Tax Levy caps do not allow Wisconsin municipalities to keep up with the costs to run municipal operations properly.

STAFF COMMENTS:

This effort to influence the passage an increase State Shared Revenue Payments to Municipalities to assist the City of Sheboygan in the funding of the 2022 Annual Budget.

ACTION REQUESTED:

Motion to recommend the Common Council receive and adopt Res. No. ____ -20-21 and direct the City Clerk to send copies to the State Representatives representing the City of Sheboygan.



Res. No. 187 - 20 - 21. By Alderpersons Donohue and Bohren.
March 15, 2021.

A RESOLUTION authorizing a budget adjustment and appropriation in the 2021 budget regarding the Senior Activity Center.

WHEREAS, when the 2021 Budget was approved, the purchase of the new Senior Activity Center facility had not been completed; and

WHEREAS, as a result, the 2021 Budget was constructed assuming the Senior Activity Center would remain at 428 Wisconsin Avenue; and

WHEREAS, therefore, certain funds - such as for janitorial services and office furniture / furnishings - were included in the 2021 Budget for the Senior Activity Center; and

WHEREAS, at this point, these funds - which total \$7,600 - are more appropriately used to assist in funding pre-construction services related to the new Senior Activity Center facility, located at 1807 North Eighth Street.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for General Fund - Senior Services - Contracted Services (Account No. 10156100-521900) by \$7,600.

BE IT FURTHER RESOLVED: That the revenue to support this increased appropriation comes from the fact that \$1,600 in General Fund - Senior Services - Janitorial Services (Account No. 10156100-524135) and \$6,000 in General Fund - Senior Services - Office Furniture / Furnishings (Account No. 10156100-642500) is no longer needed because the former Senior Activity Center facility, located at 428 Wisconsin Avenue, is not being used.

FAP
(need 2/3)

J. Lynn Rowland

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____, _____, City Clerk
Approved _____ 20____, _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 187-20-21 by Alderpersons Donohue and Bohren authorizing a budget adjustment and appropriation in the 2021 Budget regarding the Senior Activity Center.

REPORT PREPARED BY: Carrie Arenz, Assistant to the City Administrator

REPORT DATE: March 11, 2021

MEETING DATE: March 22, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: General Fund
10156100-521900
10156100-524135
10156100-642500

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

During the creation of the 2021 Adopted Budget, the construction of the new Senior Activity Center facility plan was in its infancy. Several budget accounts related to the maintenance of the former Senior Activity Center facility located at 428 Wisconsin Avenue need to be reallocated for use at the new facility, which is located at 1807 North Eighth Street.

STAFF COMMENTS:

This transfer of funds will help support the building preparation related to the new building project. Janitorial Services Account 10156100-524135 and Office Furniture Account 10156100-642500 received a budget containing \$1,600 and \$6,000, respectively. Both of these account balances will be transferred to Contracted Services Account 10156100-521900 to be used for construction-related studies and services prior to the renovation of the new facility.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. 187-20-21 authorizing the transfer of appropriation in the 2021 Budget.

ATTACHMENTS:

- I. Res. 187-20-21

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 190 - 20 - 21. By Alderpersons Donohue and Bohren.
March 22, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a Professional Services Agreement with Carlson-Dettmann Consulting for an assessment of the City's current classification and compensation of its employees.

RESOLVED: That the appropriate City officials are hereby authorized and directed to enter into the attached Professional Services Agreement with Carlson-Dettmann Consulting.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$57,500, from Account No. 10118100-521900 for the Professional Services Agreement with Carlson-Dettmann Consulting, which provides sufficient funding for the professional services and related travel costs.

FAP

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

**PROFESSIONAL SERVICE AGREEMENT BETWEEN
CITY OF SHEBOYGAN, WI
AND
CARLSON DETTMANN CONSULTING**

This professional service agreement (hereinafter the "Agreement") is made and entered into by and between the City of Sheboygan, WI (hereinafter "the Client") and Carlson Dettmann Consulting, a division of Cottingham & Butler Insurance Services, Inc., an Iowa corporation (hereinafter "Consultant").

WHEREAS, The Client wishes to enter into an agreement with Consultant to provide professional consulting services for an assessment of the Client's classification and compensation program for up to 140 classification titles, including job analysis and evaluation, a market analysis for wages in comparable jobs in the Client's competitive market, and recommendations on any changes to its salary plan; and

WHEREAS, Consultant has an established history of providing similar services to similar public sector employers, and is willing to provide the above-referenced professional consulting services to the Client.

THEREFORE, consistent with the proposal provided to the Client, the Client and Consultant agree to the following:

1. Term. The term of this Agreement shall be from the date of the last signature of this Agreement and remain in force until all services contemplated hereunder are completed. The mutual goal of the parties is to provide the client with a reliable budget estimate no later than September 30, 2020, understanding that certain elements of the project may extend beyond that date.
2. Scope of Services. The Consultant shall provide to the Client consulting services as follows:
 - a) Review and analyze the Client's relevant organizational values and concerns. Determine current organizational needs in regards to a classification and compensation system.
 - b) Utilize the Client's job descriptions, supplemented by the Carlson Dettmann Consulting Job Description Questionnaire (JDQ), to analyze, document and validate the job information for the Client's jobs.
 - c) Quantitatively evaluate the job content of up to 140 job classifications using the Carlson Dettmann Point Factor Job Evaluation System. Client may choose to participate in the evaluation of its jobs, but shall indicate its desire to do so at, or prior to, the submission of the job documentation for Consultant's review.
 - d) Analyze all existing classification titles and levels, and recommend changes—if any—to the current classification plan.
 - e) Analyze base salary market data for an appropriate set of benchmark positions.
 - f) Review gross earnings data and overtime pay policies to identify areas, if any, where internal compression is an issue and recommend remedies as appropriate.
 - g) Recommend classification of each position relative to exempt and non-exempt status, in accordance with Federal Fair Labor Standards Act (FLSA).
 - h) Develop recommendations for any changes in pay plan structure.

- i) Present to the Client an overall plan and final presentation that is clear and understandable, and summarizes the information gathering process, recommended framework for policy and procedure revisions, and findings and recommendations.
 - j) Provide onsite services, anticipated to cover up to five (5) trips.
 - a. For purposes of this agreement, a “trip” is to be considered an onsite visit to the Client which may, or may not, require multiple consecutive day meetings.
 - b. The intended trips are intended to include, but are not limited to: [1] initial meeting(s) with the Client’s project team and/or Client leadership; [2] onsite mid-project management interviews to ensure internal ratings are accurate and concerns are addressed; [3] an onsite meeting with the appropriate parties (e.g. leadership, board, committee, etc.) to review tentative findings and recommendations; [4] presentation to the appropriate decision-making body for action; and [5] reserved to be determined at a later date dependent on circumstances.
 - k) Upon mutual agreement of the parties, periodic status conferences and/or other meetings may be conducted via phone conferences or web-based technology (e.g. Zoom) at no additional cost. Further, any of the above-noted trips may be conducted virtually upon the agreement of the parties.
 - l) Provide a review of the Client’s insurance and a high-level overview of other benefits programs. Said overview would be provided with the assistance of the Cottingham & Butler benefits team.
 - m) [OPTIONAL] Conduct employee classification appeals after plan adoption in accordance with the appeals process mutually agreed upon and adopted by the Client.
3. Job Documentation. The Client shall provide Consultant with accurate job descriptions or completed JDQ’s, and Consultant will use this information for job evaluation and revising job descriptions.
4. Base Project Fee. Unless noted elsewhere, the project fee includes those items identified in the Scope of Services. The Client shall pay the Consultant a project price of \$56,000, plus reasonable travel expenses (e.g. mileage, meals, lodging), to conduct the full study for up to 140 job classifications.
5. Additional/Optional Fees.
- a) Job Evaluations Different Than the Established Number. Consultant’s fee shall be adjusted by \$400 per job evaluation over the 140 classification evaluations upon on which the project fee was based.
 - b) Work Beyond the Scope of Services. Consultant services agreed upon that are beyond the Scope of Services identified above (e.g. consulting on organizational management matters; onsite meetings in excess of those defined above; locating records or otherwise responding to public records requests made to the Client relating to the project; etc.), shall be at the rate of \$225 per hour, unless agreed upon otherwise by the Client and Consultant. Subject to scheduling and mutual agreement, meetings conducted by

telephone and/or web conference are not subject to any additional fee. No additional charges shall be made for consulting, onsite meetings or locating records and other public record responses without prior written approval of Client's representative.

- c) Job Descriptions: [OPTIONAL] If the Client desires Consultant to draft new or job revised job descriptions, Client will be invoiced at a rate of \$125 per job description.
 - d) Employee Interviews: [OPTIONAL] Department head interviews are included as part of the project fee, but if the Client requires employee interviews for specific position(s), the Client will be billed at our hourly rate for said interview(s). Any non-department head employee interviews must be approved in advance in writing by the Client.
 - e) Additional Onsite Trips: [OPTIONAL] If, at the Client's request, Consultant would be required to be onsite for a meeting in excess of that which is described above, the fee would be \$1,500, plus business travel expenses, per trip.
 - f) Appeals Process. If the Client desires to incorporate an appeals process, the Client will be invoiced \$200 per appeal/review submitted for our review and recommendation, plus travel expenses.
6. Payment. Consultant shall submit invoices in five (5) equal installments of the agreed upon project fee: initial invoice (upon execution of a professional services agreement), second invoice (at the start of the second month of the project), third invoice (at the start of the third month of the project), fourth invoice (at the start of the fourth month of the project), and the final invoice (upon delivery of CDC's findings and recommendations to the Client). Travel expenses, or other agreed upon expenses, will be invoiced periodically as they are incurred. Invoices shall be submitted to Vicky Schneider, Director of Human Resources and Labor Relations, 828 Center Ave., Sheboygan WI 53081. The Client shall make payment within sixty (60) days of receipt of the invoice from Consultant.
7. Performance Requirements of Consultant. The Consultant shall complete the services as stated above in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). Consultant shall, without additional compensation, correct or replace any and all services not meeting the Standard of Care. The Consultant shall furnish all labor, materials, administration, services, supplies, equipment, transportation, and quality control necessary to provide professional consulting services. Consultant shall provide progress reports upon request by the Client. If the Client believes a portion of Consultant's work does not meet this Standard of Care, the Client shall bring this to the attention of the Consultant without undue delay, and the parties agree to meet and negotiate in good faith to resolve the dispute.
8. Performance Requirements of Client. The Client shall provide and make available to the Consultant access to its human resources and related systems of record, or sufficient related data, as necessary to fulfill said services. Client designates Vicky Schneider as its designated project manager for purposes of this Agreement, who is authorized to act on the Client's behalf with respect to this Agreement.

9. Independent Contractor. It is mutually understood and agreed, and it is the intent of the parties hereto, that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. The Consultant shall remain an independent contractor under this Agreement. All employees of Consultant or subcontractors shall remain the responsibility of the Consultant and shall not become employees of the Client under this Agreement. No tenure or any rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, withholding taxes or other benefits available to Client employees shall accrue to the Consultant or its employees performing services under this Agreement.
10. Indemnification. The Consultant agrees it shall defend, indemnify, and hold harmless the Client, its officers, and its employees against any and all liability, losses, costs, damages, and expenses, including attorney fees that the Client, its officers or its employees, may hereafter sustain, incur or be required to pay arising out of the negligent or intentional acts or omissions of the Consultant, its officers or employees, in the performance of its duties under this Agreement. The Client agrees it shall defend, indemnify, and hold harmless the Consultant, its officers, and its employees against any and all liability, losses, costs, damages, and expenses, including attorney fees that the Consultant, its officers or its employees, may hereafter sustain, incur or be required to pay arising out of the: (i) negligent or intentional acts or omissions of the Client, its officers or employees; and (ii) any allegation that Client's compensation program or structure is administered in any way noncompliant with local, state or federal law.
11. Insurance Coverage. Consultant is required to carry professional liability insurance coverage that would cover the nature and type of service that is being provided to the Client.
12. Consultant's Trade Secrets.
 - a) The parties recognize that Client is bound by the Wisconsin Public Records Law, which limits the extent to which Client may prevent public access to a public record (as that term is defined by the Wisconsin Public Records Law). Nothing in this Agreement shall be interpreted as superseding the Wisconsin Public Records Law.
 - b) Consultant asserts that the Carlson Dettmann Point Factor Job Evaluation System and methodology, marketplace surveys performed, Total Rewards Method, and job point evaluation data collected and analyzed to perform the Scope of Services meets the definition of a trade secret in Wis. Stat. § 134.90.
 - c) Consultant shall notify Client and/or clearly mark any items submitted to the Client which the Consultant asserts meet the definition of a trade secret in Wis. Stat. § 134.90, or are otherwise confidential under Wisconsin law.
 - d) The Client (including its officers, employees, agents, and representatives) agree to: (1) take reasonable precautions to protect any information identified as a trade secret or otherwise confidential, and (2) not to use or divulge the information to any third party unless required by law (including in response to a public records request). In the event the Client receives a public records request or similar request – such as a subpoena – for information identified as a trade secret or otherwise confidential, Client shall promptly notify Consultant at patrick.glynn@carlsondettmann.com. Consultant may provide guidance to

Client as to whether, in its opinion, the requested information is a trade secret or otherwise confidential. Any such guidance shall be provided to Client within five (5) business days of Client's email, time being of the essence, so that Client has time to comply with its obligations to respond to the public records request. Client agrees to consider any guidance provided by Consultant in making its decision how to proceed under the Wisconsin Public Records Law or similar law. If Client follows the guidance provided by Consultant, Consultant agrees to indemnify, defend, and hold the Client harmless from liability of any kind whatsoever that may result from the Client following the guidance from Consultant.

13. Confidential Client Information. Consultant agrees to keep confidential information and data provided by Client to Consultant for the purpose of enabling Consultant to complete the Scope of Work detailed above.
14. Assignment. Client may not assign or transfer this Agreement, or any part thereof, without the written consent of the Consultant, which shall not be unreasonably withheld.
15. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.
16. Interpretation of Law. This contract is to be interpreted under the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.
17. Appropriation of Funds. The Client acknowledges that funding has been appropriated and approved for this project. If funds for the continued fulfillment of this Agreement by the Client are at any time not forthcoming or are insufficient, through failure of any entity, including the Client itself, to appropriate funds or otherwise, then the Client shall have the right to terminate this Agreement without penalty. In such an instance, Consultant shall be released from the terms of this agreement and shall not be required to indemnify Client for any actions taken on preliminary information provided by Consultant.
18. Conflict of Interest. Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of services under the Agreement. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.
19. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same Agreement. This Agreement may be executed through e-signature, and may be delivered via facsimile or electronic mail.
20. Identity of Consultant. Consultant acknowledges that one of the primary reasons for its selection by the Client to perform the services is Consultant's qualifications and experience. Consultant thus agrees that the services to be performed pursuant to this Agreement shall be performed by

Consultant. Consultant shall not subcontract any part of the services without the prior written permission of the Client. The Client's project manager shall have the ability to provide this written permission. The Client reserves the right to reject any of Consultant's personnel or proposed outside sub-contractors, and the Client reserves the right to request that acceptable replacement personnel be assigned to the project.

21. Non-Discrimination. In connection with the performance of work under this Agreement, Consultant agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. § 51.01(5)), sexual orientation (as defined in Wis. Stat. § 111.32(13m)), or national origin.
22. Open Records. Both parties understand that the Client is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. The parties anticipate that any record generated by Consultant will be provided to the Client, and that the Client will maintain such record. To the extent a record generated by Consultant is subject to the Wisconsin Public Records Law and is not provided to the Client, Consultant acknowledges it is obligated to assist the Client in retaining and producing those records, and that the failure to do so shall constitute a material breach of this Agreement, and that Consultant must defend and hold the Client harmless from liability under the Wisconsin Public Records Law resulting from Consultant's failure to retain and produce such record. Except as otherwise authorized by the Client's project manager, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.
23. Termination. The Client may terminate or suspend performance of this Agreement at the Client's prerogative at any time upon written notice to Consultant. The Client's project manager shall have the authority to provide the notice necessary to suspend performance of this Agreement. Consultant shall terminate or suspend performance of the services on a schedule acceptable to the Client, and the Client shall pay Consultant for the services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, the Client shall make an equitable adjustment to Consultant's compensation and schedule of services.
24. Third Party Rights. Except as expressly identified in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Client and Consultant.
25. Waiver. No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
26. Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes all prior arrangements and/or understandings, whether written or oral, with respect to the subject matter contained in this Agreement.

This is the Signature Page for the Professional Services Agreement between the City of Sheboygan, Wisconsin and Carlson Dettmann Consulting approved by the Common Council of the City of Sheboygan in Resolution ____-20-21.

CITY OF SHEBOYGAN, WI

CARLSON DETTMANN CONSULTING

By:

By:

Patrick W. Glynn, Director of Total Rewards

Date: _____

Date: _____

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Gen. Ord. No. 41-20-21 by Alderpersons Donohue and Bohren.

REPORT PREPARED BY: Carrie Arenz, Assistant to the City Administrator

REPORT DATE: March 16, 2021

MEETING DATE: March 22, 2021

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: Wis. Stat. 62.09
Municipal Code: §§ 2-340 – 2-342; § 2-937; § 2-225; § 2-938; § 2-966; § 10-103(g); § 34-273; § 58-38; § 74-11

BACKGROUND / ANALYSIS:

State law sets forth a number of municipal officer positions. Two of those positions are treasurer (Wis. Stat. § 62.09(9)) and comptroller (Wis. Stat. § 62.09(10)). For several years, Sheboygan, like other Wisconsin municipalities, has combined the treasurer and comptroller positions into a single position.

STAFF COMMENTS:

While there is a trend toward the consolidation of the treasurer and comptroller positions, one of the comptroller’s statutory duties is to “examine the treasurer’s accounts as reported and as kept” and to report to the council “any violation by the treasurer of the treasurer’s duty in the manner of keeping accounts or disbursing moneys.” Consolidating the treasurer and comptroller positions into a single person diminishes the effectiveness of that or any other check-and-balance between the treasurer and comptroller.

Following the vacancy of the finance director/treasurer position in November 2020, the City Administrator assumed the role of acting comptroller. Staff believes that a formal separation of the comptroller and treasurer duties is an important component of sound fiscal policies. This Ordinance will codify that shift.

When the treasurer and comptroller positions were consolidated under the finance director/treasurer position, references to “treasurer” and “comptroller” in the code were replaced with “finance director/treasurer.” Thus, to meaningfully unwind this consolidation, it is necessary to make revisions throughout the code.

Section 6 of the Ordinance (amending Section 10-103(g)) may stand out as slightly different than the other sections. As currently written, Section 10-103(g) provides for an economic development

grant program administered by the finance director/treasurer for recipients of a reserve "Class B" alcohol license. That program is no longer permitted by state law, so while it may have been appropriate to transfer administration of the grant program to the city administrator as comptroller, reference to the grant program is being deleted to ensure continued compliance with state law.

ACTION REQUESTED:

Motion to recommend adoption of Gen. Ord. 41-20-21.

ATTACHMENTS:

- I. Gen. Ord. 41-21-21

I

7.1

Gen. Ord. No. 41 - 20 - 21. By Alderpersons Donohue and Bohren.
March 15, 2021.

AN ORDINANCE amending the Municipal Code to assign the statutory duties of comptroller to the City Administrator.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Chapter 2, Article III, Division 5 of the Municipal Code is hereby amended to read as follows:

"DIVISION 5. CITY ADMINISTRATOR

Sec. 2-340. *Position established.*

- (a) The position of city administrator is established for the city service, which position shall be under the direction of the common council with input from the mayor.
- (b) All references to chief administrative officer in this Code shall be changed to city administrator.

Sec. 2-341. *Appointment and term.*

The city administrator shall be appointed by the common council with input from the mayor. Said appointee may be removed only for cause by a four-fifths vote of the common council. The term "cause" as used in this subsection, is defined as inefficiency, neglect of duty, official misconduct or malfeasance in office.

Sec. 2-342. *Duties.*

The city administrator shall perform the duties and shall have the authority and powers prescribed by the common council and prescribed by state statute for the comptroller.

Sec. 2-343 - 2-365. *Reserved.*"

Section 2. Section 2-937 of the Municipal Code entitled "Finance director/treasurer" is hereby amended in subsection (b) thereof to read as follows:

"Sec. 2-937. *Finance director/treasurer.*

. . . .

- (b) *Duties and authority.* The finance director/treasurer shall be:

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- (1) The administrative head of the finance department and as such shall supervise the work of all the officers and employees thereof for the effective and efficient operation of the department and the city's fiscal affairs.
- (2) The finance director/treasurer shall perform the duties and shall have the authority and powers prescribed by the common council and prescribed by state statute for the treasurer.
- (3) Responsible for reports required by state statutes and such others as may be required by law and the common council.

. . . "

Section 3. Section 2-225 of the Municipal Code entitled "Bonds generally" is hereby amended to read as follows:

"Section 2-225. *Bonds generally.*

- (a) The various city officers and employees shall be bonded in the following amounts:

. . .

- (6) City administrator, \$20,000.00

. . . "

Section 4. Section 2-938 of the Municipal Code entitled "Contracts for tax incremental financing projects" is hereby amended to read as follows:

"Section 2-938. *Contracts for tax incremental financing.*

No contract for tax incremental financing district projects or change orders to such contracts shall be executed on the part of the city until the city administrator shall have countersigned the contract of change order and made an endorsement thereon, showing that sufficient funds are in the treasury to meet the expense thereof, or that provision has been made to pay the liability that will accrue thereunder."

Section 5. Section 2-966 of the Municipal Code entitled "Approval" is hereby amended to read as follows:

"Section 2-966. *Approval.*

- (a) An alternative system of approving financial claims against the municipal treasury, other than claims subject to Wis. Stat. § 893.80, is established under Wis. Stat. § 66.0609. Payments may be

made from the city treasury after the city administrator audits and approves each claim as a proper charge against the treasury and endorses his or her approval on the claim having determined that the following conditions have been complied with:

- (1) Funds are available therefor pursuant to the budget approved by the common council.
- (2) The item or service covered by such claim has been duly authorized by the proper official, department head or board or commission.
- (3) The item or service has been actually supplied or rendered in conformity with such authorization.
- (4) The claim is just and valid pursuant to law.

The city administrator may require the submission of such proof and evidence to support the conditions as in his or her discretion he or she may deem necessary.

- (b) The city administrator shall file with the common council, not less than monthly, a list of the claims approved, showing the date paid, the name of the claimant, the purpose and the amount.
- (c) The common council shall authorize an annual detailed audit of its financial transactions and accounts by the department of revenue pursuant to Wis. Stat. § 73.10 or by a public accountant licensed under Wis. Stat. ch. 442, the designation to be made by the common council.
- (d) Such system shall be operative only if the city administrator is covered by a fidelity bond of not less than \$20,000.00.
- (e) With the adoption of this section, the claim procedure required by Wis. Stat. §§ 61.25(6), 61.51, 62.09(10), 62.11, and 62.12, and other relevant provisions, except Wis. Stat. § 893.80, is not applicable."

Section 6. Section 10-103 of the Municipal Code entitled "Retail 'Class B' licenses" is hereby amended in subsection (g) thereof to repeal subsections (1), (2), and (3) thereof, such that said subsection (g) reads as follows:

"Sec. 10-103. Retail "Class B" licenses.

. . . .

- (g) The fee for an initial issuance of a reserve "Class B" license, as defined in Wis. Stats. § 125.51(4)(a)4, shall be \$10,000.00, except

that the fee for an initial issuance of a reserve "Class B" license to a bona fide club or lodge situated and incorporated in Wisconsin for at least six years is the fee established under section 10-104 for such a club or lodge. The fee under this subsection is in addition to any other fee required under this chapter. The annual fee for renewal of a reserved "Class B" license, as defined in Wis. Stat. § 125.51(4)(a)4 is the fee established in subsection (d) above."

Section 7. Section 34-273 of the Municipal Code entitled "Investment of fund" is hereby amended to read as follows:

"Sec. 34-273. *Investment of fund.*

Under this division, when any money in the perpetual care trust fund shall not have been transferred to another city fund, the city administrator, under supervision of the council and the finance committee, shall - to the extent permitted by the City's adopted Investment Policy - purchase securities issued or guaranteed as to the principal and interest by the United States government; bonds or securities of any county, city or drainage district; bonds or securities of any vocational, technical and adult education district, village, town or school district of this state; or may invest in the state local government pooled-investment fund. The interest on these investments shall be collected by the city administrator, and he or she shall make a semiannual report to the council in which he or she shall itemize the securities and the amount of interest received. The city administrator, council and the finance committee shall analyze such securities at least twice a year as to advisability of retaining any securities."

Section 8. Section 58-38 of the Municipal Code entitled "Audits" is hereby amended in subsection (a) thereof to read as follows:

"Sec. 58-38. *Audits.*

- (a) The library board shall audit and approve all expenditures of the public library and forward the bills or vouchers covering the expenditures, setting forth the name of each claimant or payee, the amount of each expenditure and the purpose for which it was expended, to the city administrator. The library shall include a statement, signed by the library board secretary or other designee of the library board, that the expenditure has been incurred and that the library board has audited and approved the expenditure. The appropriate municipal official shall then pay the bill as others are paid.

... "

Section 9. Section 74-11 of the Municipal Code entitled "Audits and reports" is hereby amended to read as follows:

"Sec. 74-11. *Audits and reports.*

All claims and demands against the city pertaining to parks, parkways, boulevards or pleasure drives shall, prior to their allowance by the city, be audited and adjusted by the city administrator. Immediately after their allowance, a list of claims and demands so allowed shall be furnished to the finance director/treasurer stating the character of the materials furnished or services rendered to ensure appropriate payments are made."

Section 10. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor