



*****AMENDED***FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA**

May 23, 2022 at 5:00 PM

Council Chambers, 828 Center Avenue, Sheboygan, WI

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Finance Department at 920-459-3311. Persons other than council members who wish to participate remotely shall provide notice to the Finance Department at 920-459-3311 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Call to Order (Alderspersons Mitchell, Filicky-Peneski, Perrella, Ackley, and Felde may attend remotely)
2. Roll Call
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes - May 9, 2022

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. R. O. No. 12-22-23 / May 16, 2022: Reporting that, pursuant to Res. No. 66-20-21 authorizing the City Administrator to negotiate settlement of certain claims made by the City of Sheboygan, City Invoice No. 8895 in the amount of \$17,397.87 billed to Jorge Deanda regarding damage to a traffic control signal and street light located on the median of Taylor Drive and Washington Avenue on September 21, 2020, has been settled with a payment to the City of Sheboygan in the amount of \$16,209.58.
7. Res. No. 16-22-23 / May 16, 2022: A RESOLUTION authorizing entering into an Agency Agreement with Credit Management Control, Inc. with regard to providing collection services to the City.
8. Res. No. 18-22-23 / May 16, 2022: A RESOLUTION to authorize a transfer of appropriations in the 2022 budget.
9. DIRECT REFERRAL Res. No. 21-22-23: Approving the FY 2022 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

PRESENTATION ONLY

10. Compensation Study Review - Patrick Glynn, Carlson-Dettmann

DATE OF NEXT SPECIAL MEETING

11. June 7, 2022

DATE OF NEXT REGULAR MEETING

12. June 13, 2022

ADJOURN

13. Motion to Adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

*City Hall • Mead Public Library
Sheboygan County Administration Building • City's website*

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 12-22-23 is a negotiated settlement by the City Administrator on City of Sheboygan invoice number 8895 with Jorge Deanda.

REPORT PREPARED BY: Kaitlyn Krueger, Finance Director

REPORT DATE: May 20, 2022

MEETING DATE: May 23, 2022

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

R.O. No. 12-22-23 is a negotiated settlement by the City Administrator with Jorge Deanda on City of Sheboygan Invoice 8895 in the amount of \$16,209.58. The original amount of the invoice was \$17,397.87.

STAFF COMMENTS:

The City Administrator has negotiated the above settlement under the authority granted by Res. No. 66-20-21. This is to notify the Common Council of the negotiated settlement.

ACTION REQUESTED:

Motion to recommend the Common Council accept and file document R.O. No. 12-22-23.

ATTACHMENTS:

- I. R.O. No. 12-22-23

III

R. O. No. 12 - 22 - 23. By FINANCE DIRECTOR. May 16, 2022.

Reporting that, pursuant to Res. No. 66-20-21 authorizing the City Administrator to negotiate settlement of certain claims made by the City of Sheboygan, City Invoice No. 8895 in the amount of \$17,397.87 billed to Jorge Deanda regarding damage to a traffic control signal and street light located on the median of Taylor Drive and Washington Avenue on September 21, 2020, has been settled with a payment to the City of Sheboygan in the amount of \$16,209.58.

Finance Director

F&P

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 16-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into an Agency Agreement with Credit Management Control, Inc. with regard to providing collection services to the City

REPORT PREPARED BY: Kaitlyn Krueger, Finance Director

REPORT DATE: May 20, 2022

MEETING DATE: May 23, 2022

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

Historically, the City has not actively pursued collections of outstanding receivables due. In 2021, the Common Council approved the write-off of \$401,915.83 worth of uncollectible receivables due to the length of time they were outstanding. Though the Finance Department has begun sending out monthly statements, additional collection efforts available through Credit Management Control, Inc. will be more effective in receiving payment.

STAFF COMMENTS:

Though there will be a fee for this service, the amount collected should increase positively impacting cash flow. It is staff's hope that less bills will need to be written off in the future due to these efforts.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 16-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into an Agency Agreement with Credit Management Control, Inc. with regard to providing collection services to the City

ATTACHMENTS:

I. Res. No. 16-22-23

III

Item 7.

Res. No. 160 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
May 16, 2022.

A RESOLUTION authorizing entering into an Agency Agreement with Credit Management Control, Inc. with regard to providing collection services to the City.

RESOLVED: That the Finance Director is hereby authorized to execute the Agency Agreement between Credit Management Control, Inc. and the City of Sheboygan regarding collection services, a copy of which is attached hereto and incorporated herein.

Finance and Personnel

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

AGENCY AGREEMENT

This agreement made and entered into this 24th day of March , 2022, by and between City of Sheboygan, hereinafter referred to as "Principal", and Credit Management Control, Inc., a collection agency duly licensed under and pursuant to the laws of the State of Wisconsin, hereinafter referred to as "Agent."

WITNESSETH

WHEREAS, Principal desires Agent to undertake the collection of Principal's accounts and other evidence of indebtedness from time to time, in the manner and under the terms and conditions hereinafter set forth: and,

WHEREAS, the parties contemplate a future course of dealing as Principal and Agent, and desire to set forth and define herein the mutual rights, obligations and liabilities of the parties hereto in such course of dealing.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements of the parties hereto it is hereby agreed as follows:

1. Principal hereby appoints Agent as its agent to collect and receive all sums of money due or payable to Principal for claims which the principal lists with Agent. CMC will accept for collection all active, delinquent accounts, not accounts that are in bankruptcy, deceased or disputed. Term of this contract is 3 (three) years starting April 1, 2022, through March 31, 2025. Contract can be renewed for 1 (one) additional 3 (three) year term. I minimum of 30-day notice must be given to renew the additional term. Upon termination of contract, agent will return all accounts, except accounts where Agent is in the actual process of collecting or where legal action has been taken on behalf of Principal. Termination of this agreement by Principal shall be subject to Principal's payment of commission due.
2. This agreement shall be effective as of the above date and shall continue in effect until terminated or modified in writing by Principal and Agent.
3. Agent shall use only ordinary and reasonable collection efforts as permitted by law and shall follow the Association of Credit and Collection (ACA) Code of Ethics and Professional Responsibility.
4. Principal agrees at the time of placement to cease all invoicing, notices and collection efforts against accounts that have been placed with Agent to avoid the possibility of harassment. Principal agrees not to list the same debtor account with more than one Agent at a time. Accounts listed at Agent will remain active until reported on the Return Report or Remittance Report.
5. Principal agrees the information furnished to Agent regarding the identity of the accounts is accurate, the balance of the account is the correct amount owed and all payments and credit due Principal from the account have been properly credited to the account balance prior to listing with Agent.
6. Principal hereby authorizes Agent to pursue all responsible parties in states that have doctrine of necessities, marital property and/or paternity laws that allow collection against multiple parties.
7. Principal agrees to have received express permission from the debtor to communicate in any manner with phone numbers and emails related to the debtor's account. Principal acknowledges and transfers that permission to Agent.
8. Principal agrees to not list known bankruptcy and past statute of limitation accounts with Agent. Principal agrees to notify Agent within five (5) business days of any accounts where it receives notification of bankruptcy filing.
9. Agent operates on a contingency fee basis, unless otherwise agreed upon by both parties, and earns its contingency fee on actual monies received regardless of payer and whether that money is paid directly to Principal or paid to Agent. Agent shall have authority to receive payment by all payment instruments and shall have authority to endorse checks, drafts, money orders, and other negotiable instruments which may be received in payment.
10. Principal shall refer all debtor inquiries, requests, payment promises and settlement offers to Agent.
11. Principal agrees to allow Agent to place accounts on a debtor's credit file as allowed by law. Agent agrees to follow the Fair Credit Reporting Act and will not remove an account that was accurately placed on a debtor's credit file.
12. Principal shall report all payments received at Principal's office upon receipt, including any payments made by third parties pertaining to accounts listed for collection and will be subject to customary charges as listed in agreement. Accounts are considered "listed" upon receipt at Agent's office.

13. On a monthly basis, or as otherwise required by law, the Agent will send the Principal a check for accounts collected minus the Agency's commission.
14. The Principal reserves the right to determine whether a claim shall be placed in litigation. If the Principal elects not to designate the attorney, Agent is authorized to tender the account to any attorney selected by Agent. Agent may retain such attorney on prescribed terms with the understanding that litigation is to be in the name of the Principal. Agent shall advise Principal immediately of any such selection made by Agent. Any such attorney selected shall be considered the Principal's attorney. Principal may authorize Agent to conduct correspondence with any such attorney and to receive payments made by the debtor. However, the conduct of the attorney shall at all times be subject to the control of Principal, and the attorney may report directly to the Principal or through Agent, as s/he desires. Either Agent or the attorney may advance the necessary legal cost, but the Principal agrees to pay for any disbursements thus made if requesting the judgment be canceled or returned. In the event of a counter suit, the Principal shall be responsible for the legal cost of Principal's defense. When the attorney collects an account, in whole or in part, s/he may deduct his/her fee and remit the balance to agent who shall be authorized to deduct his agreed commission and disbursements, before remitting the balance to Principal.
15. Principal agrees to allow Agent to use Principal for references and marketing purposes.
16. To the fullest extent permitted by law, Agent shall indemnify and hold harmless the Principal and its officers, agents and employees from any and all claims, damages to person property, lawsuits or liability (including, but not limited to: reasonable fees and charges of vendors, architects, attorneys, and other professionals, and reasonable court costs) resulting from the negligent acts, errors or omissions of the Agent or any of the Agent's agents or employees in the performance of services under this contract.
17. Principal and Agent understand that if any portion of the above Agreement is found to be unlawful or invalid, the said portion will not nullify any remaining portion of this agreement.

Commission Rates:

25% **Regular:** Agent will be paid fee on payments made to Principal and/or Agent

10% **Trip:** Agent will be paid fee at the point when money collected through the Wisconsin Tax Refund Intercept Program (TRIP)

Post-judgment interest rate of 1% above prime in the state of Wisconsin will be assessed annually on the Principal of the account. This interest will be split at the legal rate.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Agreement Date first written above.

Legal Business Name: City of Sheboygan

Client Signature

CMC, Inc. Agent Signature

Printed Client name

Printed Agent name

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 18-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a transfer of appropriations in the 2022 budget

REPORT PREPARED BY: Kaitlyn Krueger, Finance Director

REPORT DATE: May 20, 2022

MEETING DATE: May 23, 2022

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

Shoreline Transit has available CARES Act funding that allows the City to reallocate the 2022 tax levy to capital projects. The total amount being transferred is \$450,613.

The following projects are being considered and will be funded with the proposed budget amendment:

- | | |
|--------------|---|
| 1) \$100,000 | Mead Public Library Exterior Wall Maintenance |
| 2) \$50,000 | Mead Public Library Fire Alarm Upgrade |
| 3) \$50,000 | Police Building Maintenance |
| 4) \$45,000 | Police Range Remediation |
| 5) \$45,000 | Fire Tech Rescue Equipment |
| 6) \$35,000 | Fire Training Simulator |
| 7) \$70,000 | Traffic Control Upgrades |
| 8) \$30,613 | Project Contingency |

STAFF COMMENTS:

By reallocating the tax levy funds from Transit for 2022, the City will maximize the utilization of the CARES Act funding while allowing several City-wide capital projects to be completed. These are one-time project expenses that will alleviate a small portion of the capital needs.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 18-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing a transfer of appropriations in the 2022 budget

ATTACHMENTS:

I. Res. No. 18-22-23

III

Res. No. 18 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
May 16, 2022.

A RESOLUTION to authorize a transfer of appropriations in the 2022 budget.

WHEREAS, Shoreline Transit is eligible for federal funding through the CARES Act, which will cover operating deficits in 2022; and

WHEREAS, in 2022, the City of Sheboygan budgeted \$450,613 in tax levy to support Shoreline Transit's operations; and

WHEREAS, a transfer to one-time capital projects will allow the City to maximize the amount of CARES Act grant dollars utilized.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to take the steps necessary to transfer \$450,613 from the Transit Fund to the Capital Project Fund as designated below:

Decrease:

Transit Fund Property Tax Levy (65193000.411100)	\$450,613
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Increase:

Capital Projects Fund Property Tax Levy (40015100.411100)	\$450,613
Library Exterior Wall Maintenance (40051100.621200)	\$100,000
Library Fire Alarm Upgrade (40051100.621200)	\$ 50,000
Police Building Maintenance (40021100.621100)	\$ 75,000
Police Range Remediation (40021100.621200)	\$ 45,000
Fire Tech Rescue Equipment (40022100.649100)	\$ 45,000
Fire Training Simulator (40022100.649100)	\$ 35,000
Traffic Control Upgrades (40033250.649100)	\$ 70,000
Contingency (40015100.649500)	\$ 30,613

Finance + Personnel

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 CONSIDERATION

ITEM DESCRIPTION: Direct Referral: Res. No. 21-22-23 approving the FY 2022 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: May 20, 2022 **MEETING DATE:** May 23, 2022

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

The City of Sheboygan receives a yearly allocation from the Community Development Block Grant program based on a formula calculated with the Department of Housing and Urban Development. The 2021 allocation amount was \$933,000. The 2022 amount is \$865,259. Funds must be spent in low to moderate income census tracts/people which is roughly an area from Geele Avenue to Union Avenue and North 18th Street to Lake Michigan.

STAFF COMMENTS:

Federal law only allows 15 percent of the funds to be spent on public service (non-profits) and 20 percent spent on planning and administration. Earlier this year, city staff issued a request for proposals to allow the public service agencies to submit their request for funds. Based on the project submitted as part of the capital improvement program and other city initiatives, city staff recommends the following appropriation of these funds:

Name of Entity	2022 Request	2021 Awarded Amount
Shoreline Metro	\$42,493	\$42,493.00
Family Service Assoc.	\$17,250	\$15,438.29
Family Connections	\$5,000	\$4,894.46
Lakeshore CAP	\$23,573	\$14,859.36
Big Brothers/Big Sisters	\$21,370	\$11,719.15
SCIO	No request	\$10,000.00
Salvation Army	No request	\$38,595.74
Million Dreamz	\$622,908	New Applicant
Flawless Hoops	\$10,000	New Applicant

Housing activities that meet the HUD definition of housing related programs are not subject to the 15% cap. The city received the following housing related requests:

Partners for Community Development	Requested: \$35,000
Habitat for Humanity-Lakeside	Requested: \$27,000

The other projects include:

Neighborhood Enhancements- Signage/grants	\$25,000
Historic Preservation	\$69,920
St. Clair Avenue Resurfacing Project	\$250,000
Program Administration	\$173,051 (20% cap)
Section 108 Payment- Uptown Social	\$160,000

City staff recommendations are as follows:

Partners for Community Development	\$32,500
Habitat for Humanity	\$25,000
Million Dreamz	\$18,000
Shoreline Metro	\$42,493
Family Service Association	\$17,000
Family Connections	\$4,800
Lakeshore CAP	\$21,000
Big Brothers/Big Sisters	\$19,500
Flawless Hoops	\$6,995

ACTION REQUESTED:

Recommendation as determined by the Committee.

ATTACHMENTS:

I. Res. No. 21-22-23

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 21 -22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
May 16, 2022.

A RESOLUTION approving the FY 2022 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, \$865,259 in entitlement Community Development Block Grant (CDBG) funds has been awarded in 2022 from the U.S. Department of Housing and Urban Development (HUD) to the City of Sheboygan for community development and housing activities; and

WHEREAS, the Finance and Personnel Committee has recommended to the Common Council that it approve the Final Statement of Community Development Objectives and Proposed Use of Funds; and

WHEREAS, the Finance and Personnel Committee further recommends to the Common Council that it authorize and direct the Mayor to execute all documents for the FY 2022 Community Development Block Grant submission, including the various certifications for the funds; and

WHEREAS, the following requests were made to the City of Sheboygan through a Request for Proposals process from public service agencies:

Shoreline Metro	\$ 42,493 (Public Service)	\$42,493.00 - 2021
Family Service Assoc.	\$ 17,250 (Public Service)	\$15,438.29 - 2021
Family Connections	\$ 5,000 (Public Service)	\$ 4,894.46 - 2021
Lakeshore CAP	\$ 23,573 (Public Service)	\$14,859.36 - 2021
Big Brothers/Big Sisters	\$ 21,370 (Public Service)	\$11,719.15 - 2021
Million Dreamz	\$622,908 (Public Service)	
Flawless Hoops	\$ 10,000 (Public Service)	

and

WHEREAS, federal law allows for the expenditure on public service activities not to exceed 15 percent of the annual allocation or \$129,788, excluding housing activities. The above public service requests total \$742,594. The Finance and Personnel Committee needs to determine the recommended allocation amounts that total \$129,788. Housing activities are exempt from the 15 percent cap; and

F+P

WHEREAS, the following projects have been budgeted to utilize the remaining CDBG funds:

Partners for Community Development	\$ 32,500	(Requested \$35,000)
Habitat for Humanity	\$ 25,000	(Requested \$27,000)
Neighborhood Enhancements- signage/ grants	\$ 25,000	
Historic Preservation	\$ 69,920	
St. Clair Avenue Resurfacing Project	\$250,000	
Program Administration	\$173,051	
Section 108 Payment- Uptown Social	\$160,000	

WHEREAS, the Common Council has reviewed and hereby approves the Citizens Participation Plan for the development of this submission, and

WHEREAS, the Common Council finds that it is in the City's best interest to secure the FY 2022 funds for the activities approved by the Finance and Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to HUD the Final Statement of Community Development Objectives and Proposed Use of Funds, as recommended by the Finance and Personnel Committee, assurances contained therein and to provide any other information requested by HUD.

CITY STAFF RECOMMENDATIONS

Partners for Community Development	\$32,500	(Housing)
Habitat for Humanity	\$25,000	(Housing)
Million Dreamz	\$18,000	(Public Service)
Shoreline Metro	\$42,493	(Public Service)
Family Service Association	\$17,000	(Public Service)
Family Connections	\$ 4,800	(Public Service)
Lakeshore CAP	\$21,000	(Public Service)
Big Brothers/Big Sisters	\$19,500	(Public Service)
Flawless Hoops	\$ 6,995	(Public Service)

FINANCE AND PERSONNEL COMMITTEE RECOMMENDATIONS

Partners for Community Development	\$	(Housing)
Habitat for Humanity	\$	(Housing)
Million Dreamz	\$	(Public Service)
Shoreline Metro	\$	(Public Service)
Family Service Association	\$	(Public Service)
Family Connections	\$	(Public Service)
Lakeshore CAP	\$	(Public Service)
Big Brothers/Big Sisters	\$	(Public Service)
Flawless Hoops	\$	(Public Service)

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