



FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

March 27, 2023 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
2. Roll Call (Alderspersons Mitchell, Filicky-Peneski, Perella, Ackley, and Felde may attend remotely)
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes - March 13, 2023

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. R. O. No. 126-22-23 / March 20, 2023: Submitting a communication from the Harbor Centre Business Improvement District requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to them for fiscal year 2023.
7. DIRECT REFERRAL Res. No. 161-22-23 by Alderspersons Mitchell and Filicky-Peneski approving the FY 2023 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.
8. DIRECT REFERRAL Res. No. 162-22-23 by Alderspersons Mitchell and Filicky-Peneski authorizing entering into a Collateral Assignment of TIF Agreement with Sheboygan Press, LLC and Cardinal Capital Development, LLC, regarding the redevelopment of the former Sheboygan Press Building at 632 Center Avenue, in favor of First Business Bank.
9. DIRECT REFERRAL Res. No. 163-22-23 by Alderspersons Mitchell and Filicky-Peneski updating the Job Description for the position of City Administrator for the City of Sheboygan and authorizing the Director of Human Resources and Labor Relations to initiate the hiring process for the position.

- [10.](#) DIRECT REFERRAL Res. No. 164-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the Director of Human Resources and Labor Relations to enter into a service contract with GovHR to assist in facilitating and co-conducting the City Administrator recruitment process for the City of Sheboygan.

ITEMS FOR DISCUSSION ONLY

- [11.](#) Letter from A. Guenther regarding legal counsel for two claims filed

DATE OF NEXT REGULAR MEETING

12. Next Meeting Date - April 10, 2023

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*

FHP

FINANCE DIRECTOR/TREASURER

HARBOR CENTRE

BUSINESS IMPROVEMENT DISTRICT



Item 6.

January 30, 2023

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

RE: 2022 BID Allocated Funds

Dear Common Council Members,

The Harbor Centre business Improvement District requests that the City of Sheboygan release all funds collected on our behalf and those funds allocated to us for the fiscal 2023.

Thank you for your help in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Rudnick", with a long horizontal flourish extending to the right.

Paul Rudnick
Board President

Compu-Tek Accounting, Inc.

Accounting and Tax Consultants

1156 Union Ave.
Sheboygan, Wisconsin 53081
(920) 457-9494

Item 6.

HARBOR CENTRE BUSINESS IMPROVEMENT DISTRICT FINANCIAL REVIEW FOR 2022

The 2022 financial records of the Harbor Centre Business Improvement District were reviewed by Andrew Diehl, a Certified Public Accountant. The records reviewed by Mr. Diehl included, the income statement, balance sheet, and bank statements for 2022. The financial documents were reviewed by Mr. Diehl for the following purposes:

1. Confirm that check records by the Harbor Centre were consistent with what was reflected on the bank statements.
2. Confirm the income received and the expenses incurred on the income statement and balance sheet were consistent with what was on the bank statement.
3. Confirmed all check signatures were signed by an officer

After the review of the financial statements confirmed by Mr. Diehl that:

1. The checks recorded by HC were consistent with what was on the bank statements.
2. The income received and expenses incurred as shown on the year end income statement and balance sheets is what appeared on each months bank statements
3. All checks that appeared on the bank statements were signed by an officer.

No other irregularities were noted that deserved comment, and all income and expenses were consistent with the purpose of the Harbor Centre Business Improvement District (HC) and were deemed reasonable by Mr. Diehl with no follow up needed.

Respectfully Submitted



Andrew Diehl, CPA

Compu-Tek Accounting Inc.

ORG	OBJECT	PROJECT	DESCRIPTION	YEAR	PER	JOURNAL	EFF DATE	SRC	PO/REF2	REFERENCE	AMOUNT	P	CHECK NO	VDR NAME/ITEM DESC
860	111000		MASTER CHECKING	2022	5	163	05/17/2022	CRP	168022		257.50	Y		0 SHEBOYGAN COUNTY
860	111000		MASTER CHECKING	2022	5	164	05/23/2022	CRP			8,191.51	Y		0
860	111000		MASTER CHECKING	2022	5	252	05/27/2022	CRP	168737		949.84	Y		0 MALTSLOOP CORP
860	111000		MASTER CHECKING	2022	6	149	06/09/2022	CRP	169947		615.00	Y		0 WEATHER CENTER CAFE
860	111000		MASTER CHECKING	2022	6	189	06/23/2022	CRP	170238		322.83	Y		0 LJM ARCHITECTS
860	111000		MASTER CHECKING	2022	7	77	07/11/2022	CRP			340.06	Y		0
860	111000		MASTER CHECKING	2022	11	115	11/16/2022	CRP			2,884.83	Y		0
860	111000		MASTER CHECKING	2022	11	200	11/18/2022	CRP	177669		(816.48)	Y		0 DARROW & DIETRICH
860	111000		MASTER CHECKING	2022	11	130	11/18/2022	CRP			1,458.09	Y		0
860	111000		MASTER CHECKING	2022	12	310	12/14/2022	CRP			4,686.04	Y		0
860	111000		MASTER CHECKING	2022	12	461	12/28/2022	CRP	179602		3,411.33	Y		0 HARBOR PRIDE
860	111000		MASTER CHECKING	2023	2	75	02/10/2023	CRP	183701		398.93	Y		0 AMRAD LLC
860	111000		MASTER CHECKING	2023	1	165	01/11/2023	CRP	180937		997.46	Y		0 MALT SCOOP LLC

FEB

TAX SPEC

156,447.73

2022 BID ASSESSMENT

180,144.67

860-262000

RO XXX-22-23

P:\01 Finance Department\Harbor Centre Reimbursement (BID collections)\BID_Harbor Centre

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 1161 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
March 27, 2023.

A RESOLUTION approving the FY 2023 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, \$865,297 in entitlement Community Development Block Grant (CDBG) funds has been awarded in 2023 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 2023 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:

Salvation Army	\$60,000 (Public Service)	N/A	- 2022
SCIO	\$15,000 (Public Service)	N/A	- 2022
Shoreline Metro	\$42,493 (Public Service)	\$42,493	- 2022
Family Service Assoc.	\$17,238 (Public Service)	\$17,000	- 2022
Family Connections	\$ 5,000 (Public Service)	\$ 4,800	- 2022
Lakeshore CAP	\$23,000 (Public Service)	\$21,000	- 2022
Big Brothers/Big Sisters	\$25,000 (Public Service)	\$19,500	- 2022
Flawless Hoops	\$10,000 (Public Service)	\$ 6,995	- 2022
The Abode	\$19,920 (Public Service)	N/A	- 2022

WHEREAS, federal law allows for the expenditure on public service activities not to exceed 15 percent of the annual allocation or \$129,794, excluding housing activities. The above public service requests total \$217,651. The Finance and Personnel Committee needs to determine the recommended allocation amounts that total \$129,794. Housing activities are exempt from the 15 percent cap; and

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

Partners for Community Development (Housing)	\$ 40,000
Habitat for Humanity (Housing)	\$ 22,500
Downtown Placemaking Lighting	\$ 39,944
Comprehensive Plan Update	\$ 30,000
Kiwanis Park Pickle Ball Courts	\$270,000
Program Administration	\$173,059
Section 108 Payment	\$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 2023 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.

FINANCE AND PERSONNEL RECOMMENDATIONS

Partners for Community Development	\$	(Housing)
Habitat for Humanity	\$	(Housing)
Flawless Hoops	\$	(Public Service)
Safe Harbor	\$	(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)
The Abode	\$	(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

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 162- 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
March 27, 2023.

A RESOLUTION authorizing entering into a Collateral Assignment of TIF Agreement with Sheboygan Press, LLC and Cardinal Capital Development, LLC, regarding the redevelopment of the former Sheboygan Press Building at 632 Center Avenue, in favor of First Business Bank.

WHEREAS, the Development Agreement in this matter was approved by the Common Council via Res. No. 109-22-23 adopted on December 19, 2022, with an Amendment to the Development Agreement being approved via Res. No. 135-22-23 adopted on February 20, 2023; and

WHEREAS, the Development Agreement included a provision requiring City approval for assignment; and

WHEREAS, the City Attorney's Office has reviewed the Collateral Assignment of TIF Agreement, a copy of which is attached hereto, and does not take issue with the language.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the appropriate City officials to enter into a Collateral Assignment of TIF Agreement with Sheboygan Press, LLC and Cardinal Capital Development, LLC.

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

COLLATERAL ASSIGNMENT OF TIF AGREEMENT

THIS COLLATERAL ASSIGNMENT OF TIF AGREEMENT (this “**Assignment**”) is made as of _____, 2023, by and among **SHEBOYGAN PRESS, LLC**, a Wisconsin limited liability company (“**Borrower**”), **Cardinal Capital Development, LLC**, a Wisconsin limited liability company (“**Developer**,” and together with Borrower, the “**Assignor**”) in favor of **FIRST BUSINESS BANK** (“**Lender**”).

RECITALS

A. Borrower owns, or will own, the property located at 632 Center Avenue, located in the City of Sheboygan, State of Wisconsin (the “**Property**”). Borrower intends to develop the Property as a 28-unit multi-family apartment project located on the Property with other related improvements (collectively, the “**Project**”).

B. Subject to the terms and conditions of that certain Loan Agreement between Borrower and Lender of even date herewith (the “**Loan Agreement**”), Lender is willing to make (i) a term loan to the Borrower in an original principal amount of \$5,800,000 (the “**Term Loan**”), as evidenced by Term Note dated of even date herewith from Borrower to Lender in the aggregate original principal amount of the Term Loan (the “**Term Note**”); and (ii) a bridge loan to the Borrower in an original principal amount of [\$_____] (the “**Bridge Loan**,” together with the Term Loan, the “**Loans**”), as evidenced by Bridge Note dated of even date herewith from Borrower to Lender in the aggregate original principal amount of the Bridge Loan (the “**Bridge Note**” and together with the Term Note, the “**Notes**”);

C. Borrower, Developer and the City of Sheboygan (the “**City**”) entered into that certain Development Agreement, dated December 20, 2022, as amended by the Amendment to Development Agreement, dated February 21, 2023 (and as further amended, collectively, the “**TIF Agreement**”), pursuant to which the City has agreed to provide certain development incentive payments to Borrower or Developer up to a principal amount of \$1,330,000.00 (the “**TIF Payments**”).

D. Lender requires Assignor to execute and deliver this Assignment as collateral for the Loans.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Borrower, Borrower hereby agrees as follows:

1. Assignment. As security for Borrower’s obligations under the Notes, the Loan Agreement and the other documents evidencing or securing the Loans (collectively, the “**Loan Documents**”) (collectively, the “**Obligations**”), Assignor hereby collaterally assigns to Lender all of its right, title, and interest in and to the TIF Agreement, including all of Assignor’s rights to

receive the TIF Payments thereunder, it being understood and agreed that, if and when the Obligations are satisfied in full, then this Assignment shall terminate.

2. Lender's Rights Upon Default. If a default occurs under the Loan Documents beyond any applicable notice and cure period (an "**Event of Default**"), then Lender may at its option upon written notice to Borrower and the City, but without any obligation to do so, elect to assume Assignor's rights and obligations under the TIF Agreement, in which case Lender shall have all of the rights and obligations of Assignor under the TIF Agreement from and after the date of notice to the City. Prior to the occurrence of an Event of Default and the written election by Lender to assume Assignor's rights and obligations under the TIF Agreement, nothing in this Agreement shall be construed as an assumption by Lender of any liability or obligation of Assignor under the TIF Agreement. Nothing herein constitutes a release by the City of Assignor from its obligations under the TIF Agreement even if Lender elects to assume Assignor's rights and obligations thereunder, and to the extent the TIF Agreement is not performed by Lender, Assignor remains responsible to the City for all of its obligations under the TIF Agreement.

3. Performance of Assignor. Assignor shall faithfully abide by, perform and discharge each of Assignor's obligations, covenants and agreements under the TIF Agreement and shall take such actions as may be necessary or required under the TIF Agreement to cause the Minimum Investment in the Project and the prompt commencement of TIF Payments to Borrower thereafter. Without the prior written consent of Lender, Assignor shall not (a) modify or in any way alter the terms of the TIF Agreement, (b) pledge or assign the TIF Agreement, (c) waive any of its rights under the TIF Agreement, (d) terminate or surrender the TIF Agreement, or (d) cause or permit the TIF Payments to be made to any party but Borrower of Lender. Developer hereby acknowledges and agrees and directs the City that all TIF Payments shall be paid to Borrower (not to Developer).

4. TIF Loan Proceeds. Borrower shall, immediately upon receipt of any TIF Payments from the City, deposit such funds into Borrower's operating account established with Lender; which funds may be used to pay Project Operating Expenses or disbursed only in accordance with Section 6.2 of Borrower's Operating Agreement. Upon notice from Lender to the City, with a copy to Borrower, of an Event of Default under the Loan Documents or otherwise upon Lender's request, Borrower and Developer authorize and direct the City to make the TIF Payments due to Borrower to Lender directly. The City shall have no obligation to verify any of the information in such notice.

5. Protect Security. At Borrower's sole cost and expense, Borrower shall appear and defend any action or proceeding arising under, during, out of or in any manner connected with the TIF Agreement or the obligations, duties or liabilities of Assignor under the TIF Agreement, and shall pay any reasonable costs and expense of Lender, including reasonable attorneys' fees, in any such action or proceeding in which Lender decides, in its sole discretion, to appear.

6. Representations and Covenants. Assignor represents and warrants that (a) Assignor has the full right to collaterally assign the TIF Agreement; (b) the TIF Agreement is valid, is in full force and effect and has not been modified or amended; (c) Lender shall have a first priority lien and security interest in and to the TIF Agreement and the TIF Payments, there

are no outstanding assignments or pledges of the TIF Agreement or TIF Payments and Assignor shall not make any further assignments or pledges of the TIF Agreement or TIF Payments during the term of the Loans without the consent of Lender; and (e) there are no existing defaults, rights of setoff, or claims for additional payments under the TIF Agreement.

7. Authorization. Upon an Event of Default, Assignor irrevocably constitutes and appoints Lender its true and lawful attorney-in-fact in Assignor's name or in Lender's name, or otherwise, to enforce all rights of Assignor under the TIF Agreement, and such power, being coupled with an interest, is irrevocable.

8. No Liability For Lender. Subject to the Provisions of Section 2, Lender shall not be obligated to perform or discharge and does not by this Assignment undertake to perform or discharge any obligation, duty or liability under the TIF Agreement.

9. Assignor Holds Lender Harmless. Assignor shall indemnify and hold Lender harmless of and from (a) any and all liability, loss or damage which it incurs under the TIF Agreement or by reason of this Assignment; and (b) any and all claims and demands which are asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the TIF Agreement. The amount of all such liabilities, losses, damages, claims and demands, and the cost of defending against them, including costs, expenses and reasonable attorneys' fees, are secured by this Assignment and constitute part of the Obligations. Assignor shall reimburse Lender for such amounts immediately upon demand.

10. Security Interest in Agreements. In addition, Assignor hereby grants to Lender a security interest in Assignor's right, title, and interest in the TIF Agreement and the TIF Payments, if and to the extent that a security interest may be granted therein under the Wisconsin Uniform Commercial Code, and Assignor acknowledges that Lender shall have all of the rights and remedies with respect thereto provided for by the Wisconsin Uniform Commercial Code, in addition to the other rights and remedies herein granted to Lender, in the event of the occurrence of an Event of Default.

11. Successors and Assigns. This Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Lender, its successors and assigns. Assignor shall not assign its obligations or interests under the TIF Agreement or under this Assignment without Lender's prior written consent.

12. Governing Law. This Assignment shall be governed by the laws of the State of Wisconsin.

13. Validity Clause. This Assignment shall confer to Lender the rights and benefits described in this Assignment to the full extent allowable by law. The unenforceability or invalidity of any of the provisions of this Assignment shall not render any other provision or provisions unenforceable or invalid. Any provision found to be unenforceable shall be severable from this Assignment without invalidating the remainder of such provision or the remaining provisions of this Assignment.

14. Notices And Approvals. Any notice that either party may desire or may be required to give to any other party shall be in writing and shall be delivered as required under the Loan Documents, and, with respect to Assignor, shall be sent to the following address: c/o Cardinal Capital Management, Inc., 901 S. 70th Street, West Allis, WI 53214, Attn: Erich Schwenker.

15. Counterparts. This Assignment may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument. The signature of a party to this Assignment transmitted by facsimile or electronic mail to the other party shall be deemed an original signature.

[Signature on the following page.]

SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF
TIF AGREEMENT AND TIF BOND

Dated as of the date first set forth above.

ASSIGNOR:

SHEBOYGAN PRESS, LLC

By: Sheboygan Press MM, LLC
Its: Managing Member

By: Cardinal Capital Management, Inc.
Its: Manager

By: _____
Erich Schwenker, President

CARDINAL CAPITAL DEVELOPMENT, LLC

By: _____

CONSENT OF CITY AND ESTOPPEL

THIS CONSENT OF CITY AND ESTOPPEL is made by the City of Sheboygan (the “City”) for the benefit of First Business Bank (“Lender”) with respect to that certain Development Agreement, dated December 20, 2022, as amended by the Amendment to Development Agreement, dated February 21, 2023, between Sheboygan Press, LLC (“Borrower”), Cardinal Capital Development, LLC (“Developer,” and together with the Borrower, the “Assignor”), and the City (the “TIF Agreement”).

1. Payment Direction. Upon written request of Lender, City agrees to make all Development Incentive Payments (as defined in the TIF Agreement) directly to Lender at the following address: First Business Bank, 401 Charmany Drive, Madison, WI 53719 until Lender further notifies the City that the Obligations have been paid in full and the Assignment terminated.

2. Consent to Assignment. The City hereby consents to the foregoing Collateral Assignment of TIF Agreement (the “Assignment”) and agrees that if Lender notifies the City in writing that Lender is exercising its right to assume Assignor’s rights and obligations under the TIF Agreement, the City shall continue to perform its obligations under the terms of the TIF Agreement in the manner specified in the therein as if Lender were originally a party to the TIF Agreement. Lender’s obligations under the foregoing Assignment are not personal obligations or binding on any of Lender’s assets, except Lender’s interest in the Property, if any.

3. No Release. Nothing in the foregoing Assignment constitutes a release by the City of Assignor from its obligations under the TIF Agreement even if Lender elects to assume Assignor’s rights and obligations thereunder, and to the extent the TIF Agreement is not performed by Lender, Assignor remains responsible to the City for all of its obligations under the TIF Agreement.

3. Notice and Cure Rights. The City shall provide Lender with copies of any notices given to Assignor under the TIF Agreement, in the same manner and at the same time as required thereunder to the following address: First Business Bank, 401 Charmany Drive, Madison, WI 53719 Attention: Brian Hagen. City agrees that Lender shall have the right to cure any default by Assignor under the TIF Agreement and City agrees to accept any cure of such a default by Lender as if such cure were tendered or performed by Assignor.

4. Estoppel. City represents and warrants to Lender that as of the date hereof: (i) the TIF Agreement is and remains in full force and effect, (ii) no default currently exists under the TIF Agreement and no condition exists which, with the passage of time, would constitute a default under the Agreement or would prevent the payment of the Development Incentive Payments in accordance with the TIF Agreement.

5. No Amendment. City agrees that it shall not, without the prior written consent of the Lender, amend or modify or consent to any modification or amendment of the TIF Agreement.

6. Conflict. Assignor acknowledges that City's consent is granted only insofar as said terms and conditions do not conflict with the terms of the TIF Agreement. Any conflict between the terms of the Assignment and TIF Agreement shall be resolved pursuant to the language of the TIF Agreement.

[Signature on Following Page]

CITY OF SHEBOYGAN

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 163 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
March 27, 2023.

A RESOLUTION updating the Job Description for the position of City Administrator for the City of Sheboygan and authorizing the Director of Human Resources and Labor Relations to initiate the hiring process for the position.

WHEREAS, the position of City Administrator has been vacant since January 9, 2023; and

WHEREAS, the Common Council is the direct supervisor of the City Administrator; and

WHEREAS, in the absence of a City Administrator the Council is requested to approve changes to job descriptions; and

WHEREAS, it is the goal of the City that the essential duties of all positions are clearly outlined in the job description to ensure that prospective candidates know the scope of the job; and

WHEREAS, it is essential that, with a full-time Mayor and full-time City Administrator, the roles, responsibilities, and duties are clearly defined; and

WHEREAS, there are many actions the Council needs to take before a new City Administrator can be put in place, and the first step is posting the job opening; and

WHEREAS, it is desired that the job opening be posted for a minimum of four (4) weeks to allow for all qualified applicants the opportunity to apply.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves the updates to the City Administrator Job Description in the attached "Job Description."

BE IT FURTHER RESOLVED: That the Director of Human Resources and Labor Relations is hereby authorized to begin the recruitment process to fill the vacant City Administrator position.

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

Direct Supervisor: Common Council
Department: Office of the City Administrator
Version Date: April 2023
Salary Grade: 24
FLSA Status: Exempt, Not Represented



Position Summary:

The City Administrator is responsible for managing the day to day operations of the City and reports directly to the Common Council. The City Administrator plans, directs, supervises and coordinates the services, activities and work among all city departments. The City Administrator leads strategic planning on behalf of the Common Council and city departments. They are responsible for setting goals and developing policies consistent with the City of Sheboygan's Values with regards to the Strategic Plan as well as its Mission and Vision. The City Administrator demonstrates ability in managing complex organizational effectiveness, performance, measurement, and accountability on all levels related to the City's Values.

City's Values:

- **S – Service**
- **T – Teamwork**
- **A – Accountability**
- **I – Innovation**
- **R – Respect**
- **S – Stewardship – Fiscal Responsibility**

Essential Duties:

1. Maintain a professional and cordial relationship with the Mayor and other local elected officials.
2. Regularly provide updates and receive direction from Council leadership.
3. Facilitate and lead, with input from the Mayor and City Leadership Team, the Common Council and city departments in a regularly scheduled strategic planning processes and implementation of any changes identified.
4. Meet weekly, or as the need arises, with the Mayor, Council President, and Council Vice President to discuss the general business of the City.
5. Provide administrative staff assistance to the Common Council; confer with the Council regarding municipal government issues; recommend policies, procedures, and action to be taken by the Council; carry out Common Council decisions or directives.
6. Attend meetings of the Common Council and provide information as requested by the Common Council or its committees, or other committees of the City.
7. Implement actions of the Common Council and administrative matters under the direction of the Council with input from the Council Leadership Team.
8. Embody all of the City's Values with regards to the Strategic Plan while executing the duties of the position.
9. Oversee and direct departmental operations analysis and sustainability programs; prepare studies on operations and finances; perform research and report on trends, technology, innovation, etc.; make recommendations to the Common Council and Council Committees on improvements in City-wide departmental operations.

10. Provide day-to-day supervision and direction to all Department Heads on administrative, financial, and operational matters.
11. Work with Director of Human Resources to recommend appointment of Department Heads for Common Council approval.
12. Collaboratively develop, implement, and manage an annual budget process, including management in forecasting and allocating resources and staff. Direct all Department Heads in budget request proposals; coordinate reviews of requests for Mayor's consideration; advise and assist the Mayor in preparation of final budget for submission to Common Council.
13. Evaluate all department heads, including fire and police, with input from the Mayor; in consultation with the Director of Human Resources, direct and supervise salary administration.
14. Continuously monitor and evaluate the efficiency and effectiveness of City service delivery methods and procedures.
15. Collaborate with the Human Resources department to determine leadership development needs.
16. Assess and monitor City Department's work load, administrative and support systems, and internal reporting relationships.
17. Identify opportunities for improvement and direct the implementation of changes to make the City more efficient.
18. Ensure that complaints, grievances, and other matters receive prompt attention by the responsible department and ensure that all such matters are expeditiously resolved.
19. Other duties as assigned by the Common Council.

Qualifications & Skills:

Knowledge and proven experience related to the following:

1. Ability to develop and sustain positive working relationships with staff and elected officials.
2. Ability and experience in using excellent verbal and written communication skills.
3. Ability to provide leadership in collaborative efforts, direction, and focus with the ability to delegate authority to achieve solutions in project scope as required.
4. Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
5. Ability to conduct sound research and develop effective recommendations for policies and implementation procedures and maintain ongoing analysis to measure effectiveness.
6. Experience in establishing and using performance measurement.
7. Skills and experience in principles and best practices of municipal financial management, budget preparation and long-term financial planning, strategic planning, business administration, municipal organizations and leadership development.
8. Skill and knowledge regarding principles and techniques of public relations. Ability to build and foster relationships with people from a variety of cultural and diverse backgrounds.
9. Experience with regards to Federal, State and other laws and regulations affecting municipal government.
10. Significant experience in team building, planning, organizing and directing the work of others to promote the City's Values in an effort to achieve the City's Strategic Plan Goals.

Education & Experience:

Master's degree or greater from accredited college or university, or Bachelor's degree with a minimum of seven years of City Administrative experience required; in the fields of business or public administration preferred.

Position requires at least seven years of progressively responsible work experience with a minimum of five years functioning in a senior leadership position. Preference will be given to those with municipal experience.

Evaluation

The City Administrator shall receive a 360 evaluation after his/her first year and once every 3 years thereafter facilitated by the Director of Human Resources. In years when a 360 evaluation is not performed, the City Administrator shall receive a performance evaluation managed by the Common Council President and Common Council Vice-President and facilitated by the Director of Human Resources.

Post Job Offer Requirements:

Job offers for this position are contingent on the individual passing a pre-employment drug screen and completing a third-party background investigation.

Department Summary:

Working with the Common Council, the community, and city staff, the Office of the City Administrator's responsibility is to professionally implement all Common Council policy decisions and efficiently direct the City's operations and activities in accordance with sound management principles. In addition, the City Administrator collaboratively prepares, reviews, and monitors the annual operating budget for the City. The City Administrator collaborates with the Mayor, City Attorney, City Clerk and all City departments.

Acknowledgement:

The job description includes the essential responsibilities of the position and is not to be construed as all-inclusive. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific essential responsibilities does not exclude them from the position if the work is similar, related, or is a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

My signature below is both an acknowledgement of my understanding of the job description for this position, as well as my commitment to uphold and promote the core values of the City, as well as the Strategic Plan mission and vision.

Employee Name:_____ Employee Number:_____

Employee Signature:_____ Date:_____

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 164 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
March 27, 2023.

A RESOLUTION authorizing the Director of Human Resources and Labor Relations to enter into a service contract with GovHR to assist in facilitating and co-conducting the City Administrator recruitment process for the City of Sheboygan.

WHEREAS, the City Administrator is responsible for managing the day-to-day operations of the City and supervises all Department Heads and employees in the City; and

WHEREAS, the City Administrator is a highly professional, very visible, high responsibility, and highly compensated position; and

WHEREAS, it is the desire of the Council that the search for a new Administrator be a nationwide search with a mid-western focus; and

WHEREAS, it is the desire of the Council to ensure that the process is run with intense focus on skills, qualifications, and significant vetting of candidates; and

WHEREAS, hiring a third party to facilitate and co-conduct a large search process is an effective way to ensure the proper time and focus is given to this search; and

WHEREAS, the City and the Director of Human Resources and Labor Relations have had interactions with several search firms, including Baker Tilly, Public Administration Associates, and GovHR; and

WHEREAS, after discussions with references of the firms, the Director of Human Resources and Labor Relations decided that GovHR would be the preferred firm to work with in conducting this search; and

WHEREAS, GovHR has provided a proposal outlining the scope of the services they would provide with a total cost \$23,500, which is attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the Director of Human Resources and Labor Relations to retain GovHR to perform internal services in the assisting of filling the vacant City Administrator position at a cost not to exceed \$23,500.

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, Wisconsin Request for Proposal City Administrator Recruitment & Selection

March 22, 2023



630 Dundee Road
Suite 225
Northbrook, IL 60062

Primary Contact Person:

Laurie Pederson
Director of Administrative Services
847-380-3198
LPederson@GovHRusa.com

Table of Contents

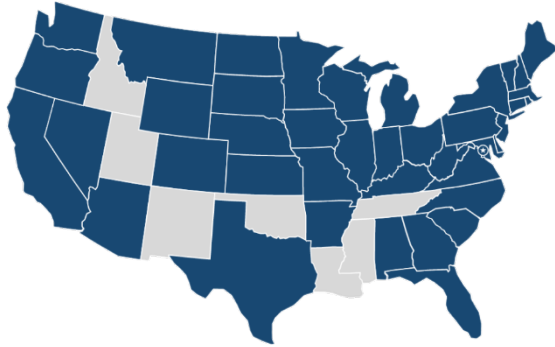
Firm Profile.....	3
Our Leadership.....	3
Why Choose GovHR?	4
Our Team	5
References	6
Project Approach and Methodology.....	7
Phase I: Position Assessment, Position Announcement & Brochure.....	7
Phase II: Advertising, Candidate Recruitment & Outreach.....	7
Phase III: Candidate Evaluation & Screening	8
Phase IV: Presentation of Recommended Candidates	8
Phase V: Interviewing Process & Background Screening.....	8
Phase VI: Appointment of Candidate.....	9
Project Timeline	10
Commitment to Diversity, Equity & Inclusion in Recruitments	10
Recruiting During the Great Resignation	11
Full Scope Recruitment – Price Proposal	12
The GovHR Guarantee – Full Scope Recruitment	13
Contract Signature Page	14
Optional Services	15

Attachments

Consultant Biography
Client List

Firm Profile

GovHR is a public management consulting firm serving local government clients and other public-sector entities across the country. The firm was originally formed as Voorhees Associates in 2009 and changed its name to GovHR USA in 2013. Our headquarters are in Northbrook, Illinois. We are a certified Female Business Enterprise in the State of Illinois and work exclusively in the public and non-profit sectors. GovHR offers customized executive recruitment services, management studies and consulting projects for local government and organizations who work with local government.



GovHR has 21 full-time and 8 permanent part-time employees including 6 full-time recruiters and 26 additional project consultants. Our employees and project consultants are located across the country, giving us a national presence. Additionally, GovTempsUSA, GovHR's subsidiary, provides interim staffing solutions to keep operations moving during the recruitment process.

Our consultants are experienced executive recruiters who have conducted over 1,000 recruitments, working with cities, counties, special districts, and other governmental entities of all sizes throughout the country. In addition, we have held leadership positions within local government, giving us an understanding of the complexities and challenges facing today's public sector leaders.

Our Leadership



Heidi Voorhees

President

847-380-3240

HVoorhees@GovHRusa.com

Ms. Voorhees has conducted more than 400 recruitments in her management consulting career, with many of her clients being repeat clients, attesting to the high quality of work performed for them. In addition to her 17 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, including ten years as Village Manager for the Village of Wilmette, Illinois.



Joellen Cademartori

Chief Executive Officer

847-380-3238

JCademartori@GovHRusa.com

Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

Why Choose GovHR?

Unparalleled Expertise and Level of Service: We are a leader in the field of local government recruitment and selection with experience in **42 states**, in communities ranging in population from 1,000 to 3,000,000. Since our establishment in 2009, more than 40% of our clients are repeat clients showing a high level of satisfaction with our work. We encourage you to call any of our previous clients. Surveys of our clients show that 94% rate their overall experience with our firm as **Outstanding** and indicate that they plan to use our services or highly recommend us in the future.

Delivering the Best: We conduct comprehensive **due diligence** on candidates. Our state-of-the-art process, includes extensive use of **social media** for candidate outreach and video interviews with potential finalist candidates, ensure a successful recruitment for your organization. Our high quality, thorough Recruitment Brochure reflects the knowledge we will have about your community and your organization and will provide important information to potential candidates. Additionally, before we recommend a candidate to you, we will have interviewed them via video, conducted reference calls, and news media and social media searches. Our knowledge of local government ensures that we can ask probing questions that will verify their expertise.

A Partner from Start to Finish: We are your partners in this important process. You are welcome to review all the resumes we receive, and we will share our honest assessment of the candidates. Our goal is your **complete satisfaction**. We can strategize with you on a variety of approaches for meeting your recruiting needs, including evaluation of internal candidates, identification of non-traditional candidates who meet your recruitment requirements, succession planning and mentoring options. We are committed to working with you until you find the candidate that is the best fit for your position.

Services for Any Budget and Any Search: We strive to meet the specific needs of our clients. We offer several options for recruitment services to meet your needs and your budget. Our services range from Full Executive Recruitments to Virtual Recruitments and even simply Professional Outreach for those who want to reach a broader network. In the following proposal, we have provided the scope we believe that best fits your needs. However, you may find all our services [here on our website](#).

Our Team

GovHR employs a team of professionals with backgrounds in local government and the not-for-profit sector. With your staff needs in mind and due to the significance of this recruitment, we have assigned our highly knowledgeable and experienced Senior Vice President Lee Szymborski. He will act as your project manager and primary point of contact for this project. He will be responsible for your recruitment and selection process. His full biography can be found as part of the Appendix and his client list is available on our website.

Project Manager & Main Point of Contact



Lee Szymborski

Senior Vice President

414-750-7799

LSzymborski@GovHRusa.com

Proposal Inquiries



Laurie Pederson

Client Services & Administrative Director

847-380-3198

LPederson@GovHRusa.com

References

We are a proven leader in public sector consulting. ***More than one-third of the organizations served by GovHR are repeat clients.*** Our team provides a growing pool of highly qualified candidates who are well-suited to handle the challenges and expectations of professional positions in local government and the not-for-profit sector.

The following references can speak to the quality of service provided by GovHR.

Beaver Dam, WI

(City Administrator, 2022)

Rebecca Glewen, Mayor
205 S. Lincoln Ave
Beaver Dam, WI 53916
920-887-4600 ext. 398
rglewen@ci.beaverdam.wi.gov
Zach Zopp, Council President
zzopp@ci.beaverdam.wi.gov

Oak Creek, WI

(Human Resources Manager, 2022)

(Neighborhood Preservation Officer - Professional Outreach, 2021)

(Assistant City Administrator/Comptroller, 2020)

(Assistant Comptroller - Professional Outreach, 2019)

(Design Engineer - Professional Outreach, 2019)

(Zoning Administrator - Professional Outreach, 2019)

(HR Manager, 2018)

(City Administrator, 2016)

Andrew Vickers, City Administrator
8040 S. 6th Street
Oak Creek, WI 53154
avickers@oakcreekwi.org

Whitewater, WI

(City Manager, 2022)

Lisa Dawsey Smith, Council President
312 W. Whitewater St.
Whitewater, WI 53190
262-473-0500
LDawseySmith@whitewater-wi.gov

Project Approach and Methodology

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search. GovHR clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.

Phase I: Position Assessment, Position Announcement & Brochure

GovHR treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to fully understand the challenges and opportunities inherent in the position. Understanding the organizational culture is critical to a successful recruitment. We gain this insight and information through meetings (one on one and small groups), surveys and a review of relevant information. This information is reflected in a polished marketing piece that showcases the organization and the area it serves.

Information Gathering:

- One-on-one or group interviews with stakeholders identified by the client.
- GovHR can establish a dedicated email address for feedback from stakeholders or the community.
- Community forums (In-person or via video) can be used to gather input and feedback.
- Surveys can be used for department personnel and/or the community to gather feedback.
- Conversations/interviews with department heads.

A combination of the above items can be used to fully understand community and organizational needs and expectations for the position (this proposal includes 12 hours of meetings – additional meetings can be added for a fee of \$125/hours plus actual expenses if incurred. Dedicated email address and one organizational survey are included. Community Survey can be conducted for \$2,500. Community Forums can be conducted as an optional service.

Development of a **Position Announcement** to be placed on websites and social media.

Development of a thorough **Recruitment Brochure** for client review and approval.

Agreement on a detailed **Recruitment Timetable** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to appointment of the finalist candidate.

Phase II: Advertising, Candidate Recruitment & Outreach

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. In addition, our website is well known in the local government industry – we typically have 14,000+ visits monthly to our website and career center. Additionally, our weekly jobs listings are sent to over 7,000 subscribers.

Phase II will include the following:

- GovHR consultants will personally identify and contact potential candidates.
- Develop a database of potential candidates from across the country unique to the position and to the Client, focusing on:

- Leadership and management skills
- Size of organization
- Experience in addressing challenges and opportunities also outlined in Phase I
- The database will range from several hundred to thousands of names and an email blast will be sent to each potential candidate.
- Placement of the Position Announcement in appropriate professional online publications:
 - Public sector publications & websites (approximately 20 online sources)
 - Social media: LinkedIn (over 20,000 connections), Facebook, Instagram and Twitter
 - GovHR will provide you with a list of advertising options for approval

Phase III: Candidate Evaluation & Screening

Phase III will include the following steps:

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure
- Candidates will be narrowed down to those candidates that meet the qualification criteria
- Candidate evaluation process:
 - Completion of a questionnaire explaining prior work experience
 - Live Video Interview (45 minutes to 1 hour) conducted by consultant with each finalist candidate
 - References provided by the candidate are contacted
 - Internet/Social Media search conducted on each finalist candidate

All résumés will be acknowledged and inquiries from candidates will be personally handled by GovHR, ensuring that the Client's process is professional and well regarded by all who participate.

Phase IV: Presentation of Recommended Candidates

Phase IV will include the following steps:

- GovHR will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- GovHR will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" résumé for each candidate so that each candidate's credentials are presented in a uniform way.
- Client will receive a log of all applicants and may review résumés if requested.
- Report will arrive in advance of the Recruitment Report Presentation.

GovHR will spend approximately 2 hours with the Client reviewing the recruitment report and providing additional information on the candidates.

Phase V: Interviewing Process & Background Screening

Phase V will include the following steps:

GovHR will:

- Develop the first and second round interview questions for your review and comment
- Coordinate candidate travel and accommodations

- Provide you with an electronic file that includes:
 - Candidates' credentials
 - Set of questions with room for interviewers to make notes
 - Evaluation sheets to assist interviewers in assessing the candidate's skills and abilities

Background screening will be conducted along with additional references contacted:

GovHR USA Background Screening	
✓ Social Security Trace & Verification	✓ County/Statewide Criminal
✓ U.S. Federal Criminal Search	✓ Civil Search
✓ Enhanced Verified National Criminal	✓ Bankruptcy, Leans and Judgements
- National Sex Offender Registry	✓ Motor Vehicle Record
- Most Wanted Lists FBI, DEA, ATF, Interpol	✓ Education Verification – All Degrees Earned
- OFAC Terrorist Database Search	Optional: Credit Report – Transunion with score (based on position and state laws)
- OIG, GSA, SAM, FDA	Optional:
- All felonies and misdemeanors reported to the National Database	Professional License Verification
	Drug Screen
	Employment Verification

GovHR will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations. GovHR consultants will be present for all the interviews, serving as a resource and facilitator.

GovHR will coordinate a 2-Step Interview process. The first round interviews will include four to five candidates. The second round interviews will include two or three candidates. GovHR will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- Tour of Client facilities
- Interviews with senior staff

Phase VI: Appointment of Candidate

- GovHR will assist you as much as you request with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- GovHR will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Project Timeline

Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Phase I		Phase II				Phase III			Phase IV	Phase V		Phase VI	

Weeks 1 & 2	Phase 1: Interviews & Brochure Development
Weeks 3 thru 6	Phase 2: Advertising, Candidate Recruitment & Outreach
Weeks 7 thru 9	Phase 3: Candidate Evaluation & Background Screening
Week 10	Phase 4: Presentation of Recommended Candidates
Week 11 & 12	Phase 5: Interview Process & Additional Background Screening
Weeks 13 & 14	Phase 6: Appointment of Candidate

Commitment to Diversity, Equity & Inclusion in Recruitments

GovHR has a long-standing commitment to Equity, Diversity and Inclusion in all of our recruitment and selection processes. Since our firm's inception we have supported, with our time and financial resources, organizations that advance women and other underrepresented minorities in local government. These include the National Forum for Black Public Administrators, the Local Government Hispanic Network, The League of Women in Government and CivicPride.

GovHR Team Members have moderated and spoken on DEI initiatives at the International City and County Management Association conference and state conferences in Illinois, Michigan, Wisconsin, and North Carolina. Our employees and consultants have undergone Implicit Bias Training and we are frequent speakers on incorporating DEI values into recruitment and selection processes. We have a list of DEI resources on the front page of our website (<https://www.govhrusa.com/diversity-equity-and-inclusion-resources/>) that can be accessed by anyone who visits our website.

GovHR has formally partnered with the National Forum for Black Public Administrators' consulting arm, i4x, in several recruitment and selection processes throughout the country including Toledo, OH, Fort Collins, CO, Ann Arbor, MI, Oakland, MI and Arlington, TX. Our partnership reflects our mutual commitment to advancing DEI values and increasing the diversity of local government leaders at the highest levels of local government organizations.

Recruiting During the Great Resignation

The GovHR team is aware of the lasting impact that the Great Resignation has had on nearly all local government positions. Data shows annual quit rates have been at record highs the past two years. Additionally, there is a growing trend of public workers accelerating retirement plans, a drastic change from when workers were *postponing* retirement.

Our team of consultants work diligently to ensure the success of each recruitment and will be transparent upfront and throughout the process regarding any obstacles or delays they anticipate. Despite these challenging times, we have still seen a tremendous amount of success in our recruitments largely due to our consultants' outreach methods and our team's marketing strategies.

GOVHR'S RECOMMENDATIONS TO RECRUIT AND RETAIN TOP TALENT

Responsive: Roll out the Welcome Mat! Candidates may struggle with relocating for a new position as well as be concerned about the "fit" with a new team. It is important to include costs for your top candidate(s) to travel to your location for the final interview process. Our team will work with you to create a welcoming, informative experience for both you and the candidate(s).

Encouraging: Employee development is a must-have in today's market. Candidates appreciate their employer investing in them as much as they are investing themselves in the job. Consider "up and coming" candidates who may lack one or two preferred skills and assign a mentor or invest in a course to encourage their professional development. A mentor/training program will also help establish a peer-to-peer connection and make them feel more comfortable about the transition to a new job.

Competitive: Our team will guide you in offering a competitive market rate compensation and competitive benefits package attractive to today's candidates. Competitive employers must include relocation expenses and should consider signing bonuses and temporary housing.

Resourceful: Review your job description – do you need public sector experience? Are the years' experience you list essential, or can that be preferred? Consider a more resourceful approach when reviewing candidates' experience. Carefully consider requirements such as CPA, Professional Engineer and others that will limit your talent pool – consider using the word "ideally" or "preferably."

Understanding: These past few years have, without a doubt, changed the work environment. Competitive employers have recognized this and are offering flexible/hybrid/remote work options. Those positions that offer this type of flexibility consistently receive a better candidate response rate.

Innovative: Think about what is unique and attractive about your community and organization and highlight that in your recruitment efforts. Talk about organizational culture and what your values are with respect to your employees. GovHR will assist you in being as innovative as possible in your outreach.

Transparent: Some states now mandate listing salary ranges in any job advertisements or postings. More and more companies are now showing at least a salary range in their postings to promote pay transparency and equity. Post the salary range you will use for hiring – it is public information if we make it too difficult for candidates to find out the salary, they will move on to the next opportunity.

Full Scope Recruitment – Price Proposal

Summary of Costs: Full Scope	Price
Recruitment Fee: (fee includes \$1,000 repeat client discount)	\$19,500
Recruitment Expenses: (not to exceed) ➤ Expenses include candidate due diligence efforts	\$1,500
Advertising: <i>*Advertising costs over \$2,500 will be placed only with client approval. If less than \$2,500, Client is billed only for actual cost.</i>	\$2,500*
Total:	\$23,500**

**Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, travel costs will be estimated at time of request. Only actual expenses will be billed to the client for reimbursement to GovHR.

Possible in-person meetings could include:

1. Recruitment brochure interview process
2. Presentation of recommended candidates
3. Interview Process

Any additional consultant visits requested by the Client (beyond the three visits listed above) will be billed at \$125/hour; \$500 for a half day and \$950 for a full day. The additional visits may also result in an increase in the travel expenses and those expenses will be billed to the client.

This fee does not include travel and accommodations for candidates interviewed.

Payment for Fees & Services

Professional fees and expenses will be invoiced as follows:

1st Invoice upon acceptance of proposal: 40% of the Recruitment Fee

2nd Invoice upon recommendation of candidates: 40% of the Recruitment Fee & expenses incurred to date

Final Invoice upon completion: 20% of the Recruitment Fee plus all remaining expenses

Payment of invoices is due within thirty (30) days of receipt (unless the client advises that its normal payment procedures require 60 days.)

The GovHR Guarantee – Full Scope Recruitment

GovHR is committed to assisting our clients until a candidate is appointed to the position. Therefore, no additional professional fee will be incurred if the client does not make a selection from the initial group of recommended candidates and requests additional candidates be developed for interview consideration. If additional advertising beyond the Phase I advertising is requested, client will be billed for actual advertising charges. Reimbursable expenses may be incurred should the recruitment process require consultant travel to the Client.

Upon appointment of a candidate, GovHR provides the following guarantee: should the selected and appointed candidate, at the request of the Client or the employee's own determination, leave the employ of the Client within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only. This request must be made within 6 months of the employee's departure.

Contract Signature Page

We believe we have provided you with a comprehensive proposal; however, if you would like a service that you do not see in our proposal, please let us know. We can most likely accommodate your request.

This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

City of Sheboygan, Wisconsin agrees to retain GovHR USA, LLC ("GovHR") to conduct a City Administrator Recruitment in accordance with its proposal dated March 22, 2023. The terms of the proposal are incorporated herein and shall become a part of this contract.

ACCEPTED:

City of Sheboygan, Wisconsin

By: _____

Title: _____

Date: _____

Billing Contact: _____

Billing Contact Email: _____

GovHR USA, LLC

By: _____

Title: _____

Date: _____

Optional Services

GovTemps USA

Need an Interim? GovTempsUSA, a subsidiary of GovHR USA, specializes in the temporary placement of positions in local government. The firm offers short-term assignments, in addition to long-term and outsourced arrangements. Our placement professionals at GovTempsUSA have typically enjoyed distinguished careers in local government and displayed a commitment to public service throughout their career.

Recorded One-Way Video Interview of Candidates

Candidates we recommend for your consideration can complete a one-way video interview with 3 to 5 questions that will be recorded and which you can review electronically at your convenience. This can occur prior to making your decision on which candidates to invite for an interview. Cost \$100 per candidate.

Leadership/Personality Testing

GovHR has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the client is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC and others. Depending on the evaluation type selected fees can range between \$100 to \$500 per candidate.

360° Evaluation

As a service to the Client, we offer the option to provide you with a proposal for a 360° performance evaluation for the appointed position at six months into his or her employment. This evaluation will include seeking feedback from both elected officials and department directors, along with any other stakeholder the Client feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, GovHR will prepare a proposal for this service.



LEE SZYMBORSKI

Item 10.



Lee Szymborski is a Senior Vice President with GovHR USA, working on both executive search and general management consulting assignments. He has more than 33 years of experience in local government administration.

Mr. Szymborski's experience spans both Wisconsin and Illinois communities. Mr. Szymborski served more than 15 years as City Administrator in Mequon, Wisconsin. Mequon is a full service city with \$30 million in combined budgets, and more than 170 employees serving 23,000 residents. He also worked for the City of Wauwatosa and Milwaukee County. In Illinois, he served for 12 years as Assistant Village Manager in Buffalo Grove.

Mr. Szymborski's track record points to a results-oriented approach to municipal government management. That is demonstrated by his work including the purchase of a \$14 M private water utility that has seen its customer base increase under city ownership (Mequon); reorganizing city departments and reducing workforce costs in an organizationally sensitive manner (Mequon); spearheading a 10-community oversight committee to secure the startup of commuter rail service (Metra) on the WI Central railway (Buffalo Grove); and repurposing TIF funds to provide incentives that secured a \$16 M mixed-use development in Mequon's Town Center. He is additionally skilled in budgeting, personnel administration, community engagement efforts and strategic planning.

Lee's experience in recruiting key staff extends back to his management roles in both Buffalo Grove and Mequon. In Buffalo Grove, he handled all aspects of recruiting the management team. During his time in Mequon, Mr. Szymborski recruited all members of the City's management team.

His recent searches include City Manager, City Administrator and department head positions for communities throughout the Midwest and East Coast. He has done management studies and strategic plans for several Wisconsin, Illinois and Missouri communities, professional associations and councils of government. He has also been part of GovHR USA's classification and compensation studies in several Wisconsin, Illinois, Minnesota and Massachusetts communities.

PROFESSIONAL EDUCATION

- Master of Science degree in Urban Affairs, University of Wisconsin - Milwaukee
- Bachelor of Arts in Political Science, University of Wisconsin - Milwaukee

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Speaker at state City Management Association meetings in Wisconsin, Illinois and Missouri
- Former Adjunct Instructor at Upper Iowa University - Milwaukee Center and Concordia University Wisconsin
- Published articles in Public Management Magazine, Milwaukee Journal Sentinel

AWARDS

- Mequon - Thiensville Chamber of Commerce's Distinguished Service Award

MEMBERSHIPS AND AFFILIATIONS

- Mequon Police and Fire Commission
- Mequon-Thiensville Sunrise Rotary Club
- Board of Directors for the Mequon Nature Preserve
- International City/County Management Association
- Wisconsin City/County Management Association
- Former President Illinois Association of Municipal Management Assistants
- Former President Mequon-Thiensville Sunrise Rotary Club

PROFESSIONAL BACKGROUND

Over 33 Years of Experience in Local Government Administration

- | | |
|--|-----------|
| • City Administrator, Mequon, WI | 1999-2014 |
| • Assistant Village Manager, Buffalo Grove, IL | 1987-1999 |
| • Milwaukee County and City of Wauwatosa, WI | 1980-1986 |





City Management Client List

STATE	CLIENT	POSITION	YEAR	POPULATION
Alaska	Bethel	City Manager	2019	6,500
	Homer	City Manager (Professional Outreach)	2019	5,300
	Seward	City Manager	2019	2,693
	Unalaska	City Manager	2017	4,768
Arizona	Buckeye	City Manager	2021	69,744
Colorado	Eagle	Town Manager	2017	6,739
	Englewood	City Manager	2019	34,957
Connecticut	Cheshire	Town Manager	2017	29,261
	East Hampton	Town Manager	2019	13,000
	Enfield	Town Manager	2015	45,246
			2018	45,246
			2022	45,246
	Manchester	General Manager	2021	59,710
	Meriden	City Manager	2018	60,838
Delaware	Newark	City Manager	2018	33,398
Florida	Deerfield Beach	Assistant City Manager	2022	80,000
	Gainesville	Assistant City Manager	2021	133,997
	Lakeland	City Manager	2020	110,000
	Largo	Assistant City Manager	2018	82,244
	Palm Beach	Assistant City Manager	2021	85,933
	Ponce Inlet	Town Manger	2022	3,411
Georgia	Albany	City Manager	2021	77,434
	Decatur	Assistant City Manager	2018	25,000
		City Manager	2018	25,000
Illinois	Algonquin	Village Manager	2012	30,947
	Arlington Heights	Village Manager	2014	75,500
	Barrington	Village Manager	2018	10,455
	Bensenville	Village Manager	2015	20,703
	Bloomington	City Manager	2018	78,005
	Buffalo Grove	Village Manager	2010	42,909
	Carbondale	City Manager	2011	25,092
	Cary	Village Administrator	2011	17,840
	Centralia	City Manager	2020	13,000
	Clarendon Hills	Village Administrator	2014	8,653
		Village Manager	2010	8,653
	Crest Hill	City Administrator	2015	21,169
			2021	21,169
	Decatur	City Manager	2014	76,178
			2018	76,178
		Deputy City Manager	2019	76,178
	DeKalb	City Manager	2013	44,862

			2018	43,849
	DeKalb Sanitary District	Assistant to the Manager/Finance	2012	42,579
	Dixon	City Manager	2015	18,601
	East Moline	City Administrator	2011	21,300
			2016	21,300
	East Peoria	City Administrator	2016	23,503
	Effingham	City Administrator	2010	12,384
			2018	12,577
	Elmhurst	City Manager	2010	46,387
	Forsyth	Village Administrator	2021	3,490
	Fox Lake	Village Administrator	2013	10,550
			2021	10,550
	Freeport	City Manager	2017	25,000
	Galesburg	City Manager	2010	33,706
			2022	33,706
	Geneseo	City Administrator (Virtual)	2019	6,500
	Glen Ellyn	Assistant Village Manager	2013	27,000
		Village Manager	2010	27,000
	Glencoe	Assistant Village Manager	2015	8,723
		Village Manager	2013	8,723
	Greenville	City Manager	2021	7,000
	Hanover Park	Village Manager	2012	38,510
	Highland Park	City Manager	2011	31,365
	Hinsdale	Village Manager	2013	16,816
	Homer Glen	Village Manager	2011	24,220
	Homewood	Assistant Village Manager (Virtual)	2017	19,464
			2021	19,464
	Inverness	Village Administrator	2013	7,400
	Joliet	City Manager	2013	147,500
			2017	147,500
	Kenilworth	Village Manager	2012	2,562
	La Grange	Assistant Village Manager (Virtual)	2017	15,610
		Village Manager	2022	15,610
	La Grange	Village Manager	2017	15,610
	La Grange Park	Assistant Village Manager	2020	13,579
	Lake Barrington	Village Administrator	2022	4,879
	Lake Bluff	Assistant to the Village Manager	2016	5,700
		Assistant City Manager (Professional Outreach)	2022	19,375
	Lake Forest	City Manager	2018	19,375
	Lake Villa	Village Administrator	2013	8,774
	Lake Zurich	Village Manager	2015	19,631
	Libertyville	Village Manager	2016	20,431
	Lincoln	City Administrator	2014	14,500
		Assistant Village Manager/Community Development Director	2016	7,500
	Lincolnshire	Village Manager	2012	7,500
	Lindenhurst	Village Administrator	2017	14,468

	Lombard	Village Manager	2013	43,815
	Marengo	City Administrator	2011	7,614
	Mettawa	Part-time Village Administrator	2010	500
	Mokena	Village Administrator	2015	19,042
	Moline	City Administrator	2017	43,100
	Monmouth	City Administrator	2014	9,444
	Morton Grove	Village Administrator	2011	23,500
	Mt. Prospect	Village Manager	2015	54,771
	Mundelein	Village Administrator	2020	31,385
	New Lenox	Village Administrator	2011	25,000
	Niles	Village Manager	2021	30,001
	Normal	City Manager	2017	54,264
	North Chicago	Chief of Staff	2021	30,020
	Northbrook	Village Manager	2021	35,000
	Oak Brook	Village Manager	2014	8,058
			2021	8,058
	Oak Park	Assistant Village Manager/Human Resources Director	2019	52,000
		Village Manager	2021	52,000
	Orland Park	Village Manager	2016	60,000
			2019	60,000
	Palos Heights	City Administrator (Virtual)	2021	12,480
	Pekin	City Manager	2016	33,223
	Peoria	Assistant City Manager	2021	115,234
	Pingree Grove	Village Manager	2020	10,000
	Plainfield	Village Administrator	2021	41,734
	Princeton	City Manager	2011	7,700
	Princeton	City Manager	2019	7,700
	River Forest	Village Administrator	2010	11,635
			2021	11,635
	Rock Island	City Manager	2011	39,684
			2021	39,684
	Savoy	Village Administrator (Virtual)	2020	8,607
	Schaumburg Township	Township Administrator (Virtual)	2021	140,000
	Schiller Park	Village Manager	2015	11,692
	Shorewood	Village Administrator	2018	17,495
	Skokie	Village Manager	2013	65,000
	St. Clair Shores	Assistant City Manager (Professional Outreach)	2021	59,984
	Sycamore	City Manager (Professional Outreach)	2021	18,557
	Tinley Park	Village Manager	2013	56,831
	Vernon Hills	Village Manager	2021	25,911
	Villa Park	Assistant Village Manager (Virtual)	2021	22,038
		Village Manager	2022	22,038
	Volo	Village Administrator	2013	6,283
	Washington	City Administrator	2015	15,700
			2021	15,700
	Wauconda	Village Administrator	2013	14,125

			2017	14,125
			2021	14,125
	West Chicago	Assistant City Administrator	2022	27,221
	Willowbrook	Village Administrator	2019	8,967
	Winnetka	Assistant Village Manager	2019	12,417
	Woodridge	Village Administrator	2017	33,256
Indiana	Munster	Town Manager	2014	23,603
	St. John	Town Manager (Professional Outreach)	2020	18,047
Iowa	Bondurant	City Administrator	2017	5,493
	Burlington	City Manager	2011	25,663
	Indianola	City Manager	2022	15,833
	Knoxville	City Manager	2021	7,300
	Marion	Deputy City Manager	2022	30,000
	Muscatine	City Administrator	2020	23,819
	Newton	City Administrator	2016	15,000
	Washington	City Administrator	2011	7,266
	Webster City	City Manager	2016	8,000
	West Liberty	City Manager	2013	3,736
	Windsor Heights	City Administrator	2019	4,860
Kentucky	Paducah	City Manager	2021	24,850
	Paris	City Manager	2021	9,846
Maine	Bangor	City Manager	2021	33,039
Maryland	Greenbelt	City Manager	2016	23,753
	Hagerstown	City Administrator	2015	40,612
	Sykesville	Town Manager	2019	3,941
	Westminster	City Administrator	2021	18,522
Massachusetts	Brookline	Assistant Town Administrator - Finance (Virtual)	2022	58,732
	Cambridge	City Manager	2016	110,000
	Eastham	Town Administrator	2016	4,956
	Provincetown	Town Manager	2015	2,990
	Wayland	Town Manager	2022	13,882
	Williamstown	Town Manager	2015	8,400
			2021	8,400
Michigan	Adrian	City Administrator	2018	20,676
			2020	
	Albion	City Manager	2018	8,337
	Alpena	City Manager	2012	10,410
	Caro	City Manager	2012	4,208
	Charlotte	City Manager	2020	9,100
	Clawson	City Manager	2021	11,946
	Delta Charter Township	Township Manager	2014	32,400
	Eastpointe	City Manager	2019	32,673
	Ferndale	City Manager	2019	20,428
	Hamtramck	City Manager	2017	21,752
	Kalamazoo	City Manager	2013	75,000
	Lincoln Park	City Manager	2019	36,665
	Oakland Township	Township Manager	2013	16,779

			2018	19,132
	Rochester	City Manager	2022	13,017
	Rochester	City Manager	2015	13,017
	Royal Oak	City Manager	2020	59,112
	Troy	Assistant City Manager	2019	83,181
		City Manager	2018	83,181
Minnesota	Becker	City Administrator	2021	4,874
	Buffalo	Assistant City Administrator	2021	15,855
	Hibbing	City Administrator	2021	15,855
	Minnetonka	City Manager	2022	53,953
	Scandia	City Administrator	2022	4,149
	St. Joseph	City Administrator	2022	7,342
	St. Louis Park	City Manager	2021	48,662
	Waconia	City Administrator	2021	13,500
	Woodbury	Assistant City Administrator	2017	68,820
Missouri	Ballwin	City Administrator	2020	30,181
	Cape Girardeau	City Manager	2020	38,000
	Ferguson	City Manager	2015	21,111
	Maryland Heights	City Administrator	2015	27,436
	Republic	City Administrator	2016	15,590
	South Lyon	City Manager	2018	11,327
	University City	Assistant City Manager	2020	35,172
		Assistant to the City Manager/Communications Director	2018	35,172
		Assistant to the City Manager/Director of Human Resources	2020	35,172
		Assistant to the City Manager/Economic Development Director	2018	35,172
		City Manager	2017	35,172
	Warrensburg	City Manager	2021	20,200
	Webster Groves	City Manager	2020	22,800
	Wildwood	City Administrator	2014	35,517
		City Manager	2019	35,524
Nebraska	Nebraska City	City Administrator	2022	7,200
Nevada	Boulder City	City Manager	2021	16,207
New Hampshire	Portsmouth	City Manager	2019	21,796
New Jersey	Waldwick	Borough Administrator	2015	9,800
New York	Long Beach	Deputy City Manager (Virtual)	2022	33,275
	Mamaroneck (Town)	Town Administrator	2021	29,156
	Mamaroneck (Village)	Village Manager	2018	19,426
	New Rochelle	City Manager	2022	79,067
	Scarsdale	Village Manager	2021	17,837
North Carolina	Fayetteville	Assistant City Manager	2012	210,000
			2017	210,000
			2018	210,000
			2022	210,000
North Dakota	Minot	City Manager	2020	45,700

Ohio	Oberlin	City Manager	2016	8,390
Pennsylvania	Centre County	County Administrator	2022	158,172
	Ferguson Township	Township Manager	2017	18,300
			2022	18,300
	Mt. Lebanon	Municipal Manager	2015	33,137
	Patton Township	Township Manager	2022	15,801
	South Fayette Township	Township Manager	2018	14,416
Rhode Island	North Kingstown	Town Manager	2015	26,326
Texas	Austin	Assistant City Manager	2021	885,000
	Burleson	City Manager	2011	36,990
			2018	43,960
	Garland	Assistant City Manager	2016	233,206
	McKinney	Assistant City Manager	2019	191,645
	Missouri City	Assistant City Manager	2019	74,139
		City Manager	2021	74,139
Vermont	Winooski	City Manager	2022	7,997
Virginia	Chesapeake	City Manager	2019	245,000
	Portsmouth	City Manager	2020	96,000
	Salem	City Manager	2019	25,643
	Virginia Beach	City Manager	2019	442,707
Washington	Burien	City Manager	2022	52,066
	Duvall	City Administrator (POS)	2021	8,090
	Yakima	Assistant City Manager	2021	97,000
West Virginia	Bridgeport	City Manager	2019	8,582
			2021	8,582
	Morgantown	City Manager	2016	31,000
Wisconsin	Baraboo	City Administrator	2019	12,048
	Bayside	Assistant Village Manager	2019	4,400
	Beaver Dam	City Administrator	2021	16,291
	Bellevue	Village Administrator	2018	15,524
	Beloit (City)	City Manager	2015	36,966
	Beloit (Town)	Town Administrator	2016	7,083
			2020	7,083
	Brown Deer	Village Manager	2012	12,000
	Burlington	City Administrator	2014	10,511
	Cedarburg	Town Administrator	2015	11,475
	Fond du Lac	City Manager	2012	43,021
	Fort Atkinson	City Manager	2012	12,300
	Franklin	Director of Administration	2019	36,155
	Glendale	City Administrator	2016	12,920
	Harrison	Village Manager	2021	13,185
	Hartford	City Administrator	2015	14,251
	Hobart	Village Administrator	2016	8,500
	Janesville	City Manager	2013	63,480
	Lake Geneva	City Administrator	2015	7,710
	Lisbon	Town Administrator/Clerk	2014	2,521
	Monroe	City Administrator	2020	10,827

Aaron R. Guenther
2049 White Pine Lane
Sheboygan, WI 53083

March 10th 2023

Honorable Trey Mitchell
Chairman, Personnel and Finance
Member, Common Council

Dear Sir:

Please share this with the members of the Personnel and Finance committee, and add to the record for Common Council, along with those as you see fit. I am writing regarding the current legal demand from Jamie Haack and Ale Guevara and to request that this committee recommend to the Common Council independent legal counsel outside of Charles Adams and von Brisen and Roper.

Mr. Adams has a conflict of interest being named as a party in Wolf v City of Sheboygan along with Jill Hall of von Brisen and Roper.

I was very recently given a copy of Mr. Wolf's confidential letter dated November 7, 2022 which was written to the Common Council and this was the first time I had seen it. I am also familiar with Mr. Wolf's lawsuit and exhibits along with the February 6, 2023 letter from Jill Hall. As you know I saw this from another source prior to it being released this week by Mr. Adams and with it he sent a statement from Mr. Wolf's attorney "I can readily and easily prove that most of Ms. Hall's 'factual allegations' are false."

Ms. Hall states on page five "Wolf verified to this reporter that he never reported this alleged criminal conduct to law enforcement." I want to caution this committee and by extension the Common Council against dismissing the allegation of illegal wrongdoing by these two individuals based on the Hall report. Additionally, there are other statements in this Hall report which are at the very least suspect, and for me personally, I have contradictory evidence and knowledge based on open records requests.

This matter was in fact officially reported to a law enforcement authority, by me, in December, in writing though a proxy with a relationship to an authority that has jurisdiction. I was made aware of evidence regarding the written email request for the city to issue a Request For Proposal, which was in fact written by and included in the same email from Mary Lynne Donohue. She is the self-reported leader of the DEIB group Jamie Haack and Ale Guevara were representing, officially or otherwise on October 5th. I have all the documents here if you want to see them.

Now, to comment on a criminal investigation can be construed as interfering with a criminal investigation. I was not personally given notice if an investigation is underway or not, nor would I expect to be, rather the opposite; but I was given notice that my message was received on January 3th 2023.

A criminal investigator has broad authority to seek a warrant for email and voice communication, or otherwise, now or in the past. Additionally, there were two more city employees at the meeting on October 5th, and Ms. Hall's report indicates that substantial evidence "suggests that Ms. Haack and Ms. Guevara were not seeking money from the city." Yet now they are in fact asking for \$20,000 each. This

point of October 5th will be adjudicated by Wolf v City of Sheboygan, I am sure that you should not be settling any demand to the city until this point is settled.

I believe this committee has the power and responsibility to ask the two city employees on record in paragraph 133 of Wolf v City of Sheboygan, what happened, before you take into consideration any payout.

I remind you that your insurance policy does not cover damages for these two demands or for Wolf v City of Sheboygan if criminal wrongdoing is exposed. Mr. Adams needs to be removed from these negotiations along with von Brisen and Roper, if only for an abundance of caution, and to avoid any hint of conflict of interest. They are both named in the very lawsuit together and directly, and a conspiracy is alleged. You cannot have Charles Adams negotiate a settlement proving or disproving a point in a lawsuit of which both are named. The city of Sheboygan needs to hire a separate outside counsel to ask these employees what happened and this should preferably be under oath with a written affidavit. You can then negotiate a settlement if these prospective suits are not in fact, frivolous. There should be no hurry to settle unless the point is to create another headline and to change the optics publicly of Wolf v City of Sheboygan.

An enforcement authority or attorney may have already spoken to and instructed the attendees of the meeting not to speak about an open investigation, that is certainly within their purview. We had better be sure before paying these two anything at all. Maybe there was criminal extortion, and maybe not, but our city attorney cannot conduct this negotiation and the Hall report is not a trustworthy basis to assume nothing happened on October 5th, that is an actual provable fact.

With respect,

Aaron R. Guenther