



FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

August 11, 2025 at 5:30 PM

Council Chambers, 828 Center Avenue, Sheboygan, WI

Notice that the Finance and Personnel Committee will meet at 5:30 p.m. or immediately following the Public Works Committee meeting.

This meeting may be viewed LIVE on:

Charter Spectrum Channel 990, AT&T U-Verse Channel 99 and: www.wscssheboygan.com/vod.

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 by 12:00 p.m. on meeting day to be called upon during the meeting. All Committee members may attend the meeting remotely.

To view the meeting:

Microsoft Teams

Meeting ID: **250 577 019 059 4**

Passcode: 4es7gH7X

OPENING OF MEETING

1. **Call to order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes**
Finance and Personnel Committee Meeting held on July 28, 2025
5. **Public Comment**
Limit of three minutes per person with comments limited to items on this agenda.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Res. No. 77-25-26 by Alderpersons Mitchell and Perrella appointing temporary special counsel to assist with prosecution of municipal traffic and ordinance violations.

ITEMS FOR DISCUSSION ONLY

7. City Attorney's Office Monthly Report

TENTATIVE DATE OF NEXT REGULAR MEETING

8. Tentative Date of Next Meeting - August 25, 2025

ADJOURN MEETING

9. 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
RESOLUTION 77-25-26**

BY ALDERPERSONS MITCHELL AND PERRELLA.

AUGUST 11, 2025.

A RESOLUTION appointing temporary special counsel to assist with prosecution of municipal traffic and ordinance violations.

RESOLVED: That the law firm of Hopp Neumann Humke LLP is appointed temporary special counsel for the City of Sheboygan to assist with prosecution of municipal traffic and ordinance violations in accordance with the terms of the engagement letter dated July 24, 2025, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That Deputy City Attorney Liz Majerus is hereby authorized to execute the attached Representation Agreement.

BE IT FURTHER RESOLVED: That payment for said services may be made from the City Attorney Department Contracted Services Account No. 101130-531100.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan



HOPP NEUMANN HUMKE^{LLP}

Item 6.

July 24, 2025

Via E-mail
Liz.Majerus@sheboyganwi.gov

Attorney Liz Majerus
CITY OF SHEBOYGAN
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Re: Ordinance Prosecution

Dear Attorney Majerus:

We are pleased to have the opportunity to represent the City of Sheboygan. As requested, we will represent the City with regards to its ordinance prosecution work.

The scope of our firm's representation may be broadened to cover additional matters after discussion with you and your agreement to the additional services. We have checked our records and, based on the information you have provided, we have determined that we have no conflict of interest in undertaking this representation.

The purpose of this letter is to confirm the understanding reached regarding the professional services you have retained our firm to provide as well as the basis and rate of our fees and the methods and procedures we use in billing for our services.

I will have primary responsibility for your representation. Certain other lawyers, paralegals and legal assistants as we believe are necessary and appropriate under the circumstances might also be involved. It is our policy, to the maximum extent compatible with a quality work product, to assign our personnel in a way designed to promote economy and efficiency.

Our fees will be based on the actual time spent by each attorney, paralegal or legal assistant working on your case multiplied by each person's respective hourly billing rate at that time.

Fractions of hours are computed in periods of not less than 1/10th of an hour. Our schedule of hourly rates for attorneys and other members of our professional staff is based on a number of matters, including years of experience, specialization and training of practice and level of professional attainment. Travel time, if any, is charged at applicable hourly billing rates based upon actual time spent in travel.

Our billing rate for paralegals and legal assistants is \$110.00 per hour and my municipal hourly rate is \$210.00 per hour. We do not ordinarily notify clients in advance of changes in

www.hopplaw.com

Michael J. Bauer • Herbert C. Humke • Paul A. Dirkse • Crystal H. Fieber • Oliver M. Bauer • Kelly Del Ponte
OF COUNSEL J. Phil Mueller
Alexander Hopp 1955-1999 • H.C. Humke 1963-2009 • Roland M. Neumann 1986-2008

2124 Kohler Memorial Drive | Suite 310 | Sheboygan, WI 53081 | PH 920-457-8400 | FX 920-457-8411

rates, but that information is readily available and, upon request, will be communicated to you.

We will also charge you for all costs and expenses and disbursements made on your behalf, including filing fees, court costs, travel mileage, parking, messenger services, overnight delivery services and courier packages, if needed. Fees and expenses of others (such as experts, investigators, accountants, consultants, appraisers, and court reporters) may either be paid by our firm on your behalf and shown as disbursements on our statements or be invoiced directly to you for prompt payment to the originator of the invoice. We will advise you when retaining others to provide such services.

The fees and costs related to this matter are not predictable. Accordingly, we have made no commitment concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is also expressly understood that payment of the firm's fees and costs is in no way contingent upon the ultimate outcome of the matter.

Billing statements are normally sent monthly for work performed and expenses incurred the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 30 days, we may cease performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses. In addition, interest may be imposed on the outstanding balance at the rate of 1% per month (12% per annum) until paid in full.

In the event that a statement is not paid when due, you will be responsible for the payment of all costs of collection, including the time which we spend on collection efforts based on our standard hourly rates and the reasonable attorneys' fees of other attorneys we may employ to collect our statement. If a statement remains unpaid despite our collection efforts, we may ultimately commence an action for judgment against you for the balance due, along with our costs and fees in the action.

All information disclosed on our statements to you (descriptions of services, hours, and billing rates) is confidential and should not be disclosed to any third parties (customers, clients, or others) unless required by law or court order. In instances where our statements must be disclosed to third parties to obtain reimbursement or will be needed to obtain approval of fees, we will prepare summary statements or otherwise modify our description to delete information subject to the attorney-client privilege and information which we consider proprietary to our firm.

Please be aware that either you or we may terminate this engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate this engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter and, if you so request, we will suggest to you possible successor counsel and provide them with whatever papers you have provided to us. If permission for withdrawal is required by a court, we will promptly apply for such permission and you agree, absent extraordinary circumstances, to abide by that request and to promptly engage successor counsel to represent you. In the event that the representation is terminated for any reason by either party, you will be required to pay in full for fees and disbursements incurred as of the termination date.

Unless terminated prior to completion of our engagement, our representation of you will terminate upon our sending you our final statement for services rendered in this matter. After our representation of you in connection with this matter is concluded, changes may occur in applicable laws or regulations which could have an impact on your future rights and liabilities. While we would be happy to continue to represent you, we can assume no continuing obligation to advise you with respect to future legal developments, unless you specifically engage us to provide additional advice.

Following any termination of representation, any otherwise non-public information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly. Our own files, including lawyer work product, pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting materials, and internal lawyers' work product, such as drafts, notes, internal memoranda, legal and factual research, including investigative reports prepared by or for internal use of our lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention policy. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or materials retained by us within a reasonable time after the termination of the engagement without further notice to you, unless you specifically direct otherwise.

About Our Firm. Hopp Neumann Humke LLP is organized as a limited liability partnership solely to render professional legal services. Limited liability partners generally are not personally responsible for the liabilities and obligations of the partnership. As a limited liability partnership, Hopp Neumann Humke LLP is responsible for professional liabilities incurred by lawyers employed by the firm. Moreover, while each Hopp Neumann Humke LLP partner is individually responsible for all of his or her own work for clients, our partners are not personally liable for the acts of our other lawyers unless they were supervising the work in question. Hopp Neumann Humke LLP maintains professional liability insurance as required by the Rules of the Wisconsin Supreme Court.

While the Wisconsin Supreme Court requires us to provide you with this information, we want to assure you that the business entity of our firm does not change our commitment to providing you with the highest quality legal service possible.

We very much appreciate the opportunity to be of service to you. Our goal is to provide legal services to you on the most cost-effective basis possible, consistent with a high-quality work product. If at any time you wish to discuss our billing policies and procedures generally or particular statements specifically, please do not hesitate to contact me.

If the foregoing terms and conditions accurately summarize and confirm your understanding of our attorney-client engagement, please indicate your approval and acceptance by dating, signing, and returning this letter to me.

Attorney Liz Majerus
Re: City of Sheboygan – Ordinance Prosecution
Page 4 of 4
July 24, 2025

Item 6.

We look forward to serving you and working with you on this matter. Thank you very much for selecting our firm to represent you.

Very truly yours,



Oliver M. Bauer
e-mail: oliver.bauer@hopplaw.com

OMB/klb

REPRESENTATION AGREEMENT

The undersigned retains the professional services of Hopp Neumann Humke LLP as provided above.

CITY OF SHEBOYGAN

Dated: _____

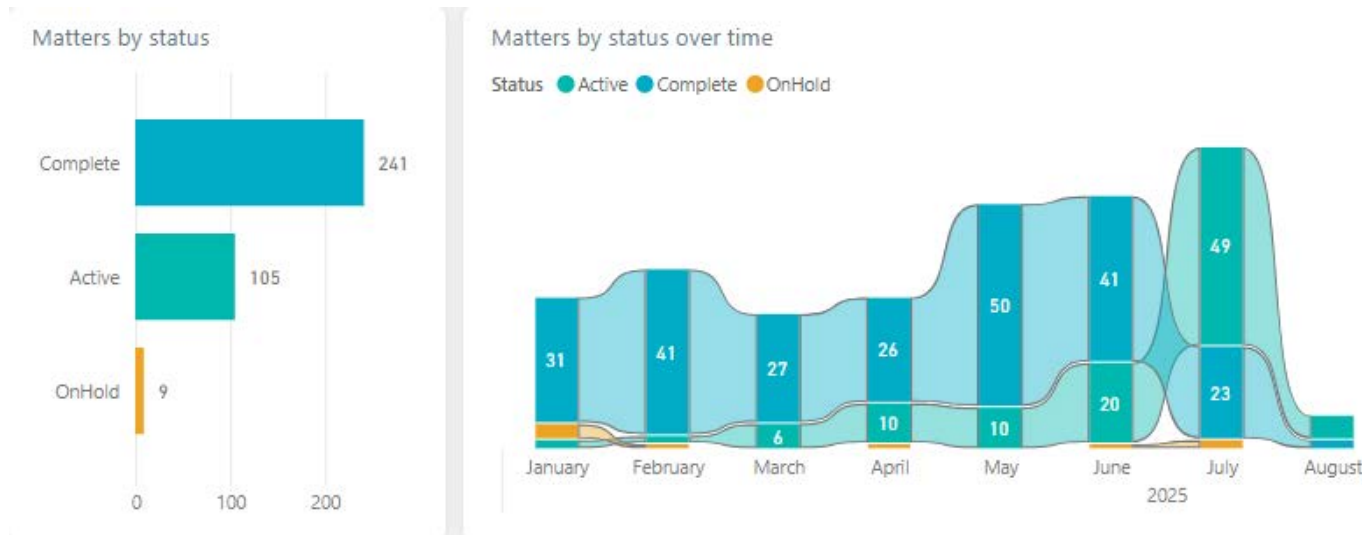
By: _____
Liz Majerus, Deputy City Attorney

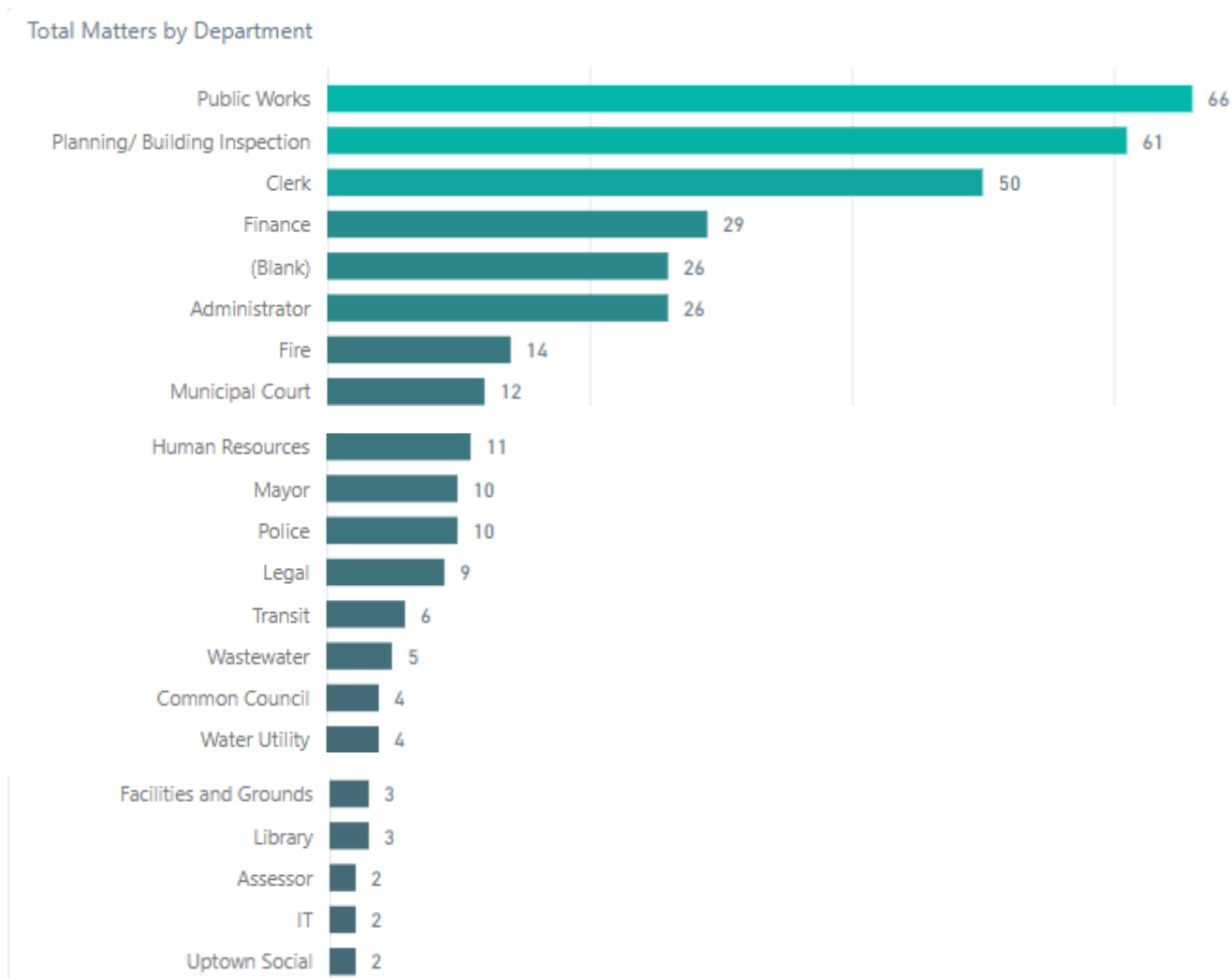
City Attorney's Office Monthly Report

August, 2025

Purpose: The City Attorney's Office ("CAO") provides support to all City departments, elected and appointed officials, and staff on a range of issues pursuant to Wis. Stat. § 62.09(12). In addition to providing legal, strategy, and risk-management advice, the CAO drafts, edits, and reviews legal documents; prepares and reviews Council documents; represents the City in litigation; prosecutes municipal ordinance violations; drafts and reviews ordinances, resolutions, and policies. This report is intended to provide a summary of many of those tasks.

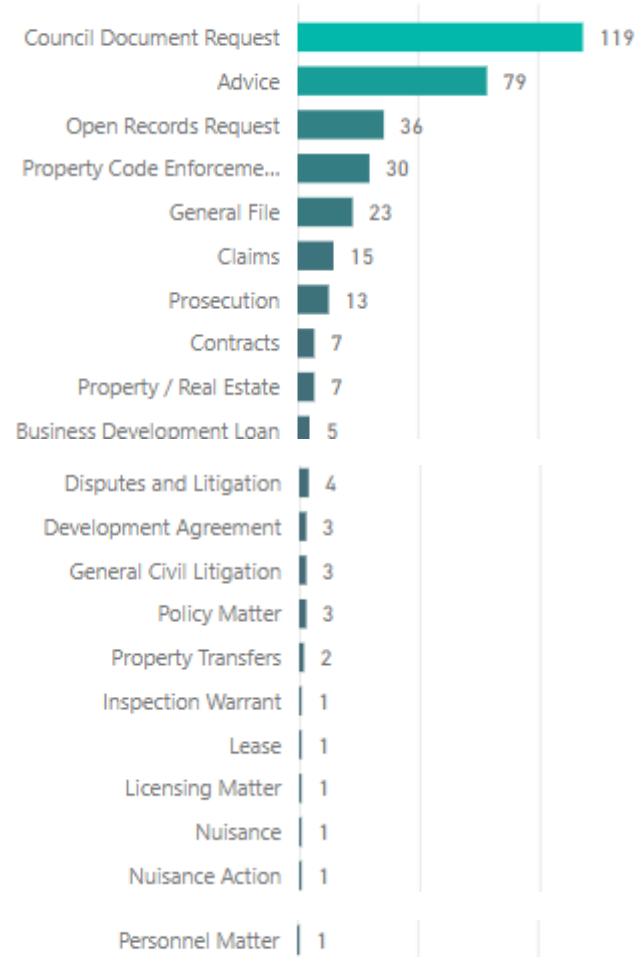
Scope: Much of the CAO's work is managed via LawVu, our document and project management software. We are working to include legal services requests received via email, phone, or in-person within the LawVu management software to improve reporting accuracy. Quick questions, conversational issues, and the like will remain outside the scope of this report. CAO welcomes suggestions for future reporting metrics or modifications.





Note: “Blank” department files relate mostly to general files created by our office and of which there are 26 with 11 of them still active.

Matters by type



July, 2025 Matter Summary

74 Total matters	3 Avg matter completion time (days)	0 Pending field updates	0 Litigation	17 Overdue matters	2949 Matter activity count
		0 Restricted matters	4 Urgent matters	0 Unassigned matters	40 Avg activity count per matter

1/1/24 – 8/1/24 Matter Summary

252 Total matters	102 Avg matter completion time (days)	0 Pending field updates	0 Litigation	6 Overdue matters	13K Matter activity count
		0 Restricted matters	16 Urgent matters	0 Unassigned matters	50 Avg activity count per matter

1/1/25 – 8/1/25 Matter Summary

348 Total matters	26 Avg matter completion time (days)	0 Pending field updates	0 Litigation	57 Overdue matters	16K Matter activity count
		0 Restricted matters	15 Urgent matters	0 Unassigned matters	45 Avg activity count per matter

Litigation Update:

- Pelishek v. City of Sheboygan et al.: All causes of action but one have been dismissed by the Court. The Court noted in its 8/7/25 order that if it does not dismiss the remaining cause of action as a sanction for Pelishek's attorneys' actions in the case, Pelishek will be entitled to only nominal damages should he prevail at trial.

Municipal Prosecution Activity Since 7/1/25: 36 pretrial conferences were conducted in July. 29 of them resolved by stipulation. Five municipal trials took place, four of which resulted in a guilty verdict and one is under judicial advisement.