



# **FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA**

**March 28, 2022 at 5:00 PM**

**Council Chambers, 828 Center Avenue, Sheboygan, WI**

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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 14, 2022

## **ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

6. Res. No. 168-21-22 / March 21, 2022: A RESOLUTION authorizing the addition of a Neighborhood Engagement Specialist to the City of Sheboygan Table of Organization.
7. Res. No. 170-21-22 / March 21, 2022: A RESOLUTION authorizing the appropriate City officials to enter into a Master Continuing Disclosure Services Agreement that provides for Ehlers to be retained as the City's Dissemination Agent for Issuer Continuing Disclosure as required pursuant to Securities and Exchange Commission (SEC) Rule 15c2-12.
8. Res. No. 171-21-22 / March 21, 2022: A RESOLUTION authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as disclosure counsel with regard to General Obligation Promissory Notes.

## **ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

9. ANNUAL REPORT: Municipal Court

## **CLOSED SESSION**

10. MOTION TO CONVENE IN CLOSED SESSION. Under the exemption provided in Sec. 19.85(1)(g), Wisconsin Statutes for the purpose of conferring with legal counsel for the government body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is involved, to wit: Sheboygan County Case Number 2020CV000253, Audrey Brubaker et al vs. City of Sheboygan et al.

**OPEN SESSION: DISCUSSION AND POSSIBLE ACTION**

11. MOTION TO RECONVENE IN OPEN SESSION for possible action on items discussed in closed session.
12. DIRECT REFERRAL Res. No. 172-21-22/ March 28, 2022: A RESOLUTION authorizing the City Attorney's Office to settle the matter of *Audrey Brubaker, et al. vs. City of Sheboygan, et al.*, Sheboygan County Case No. 2020CV000253.

**DATE OF NEXT REGULAR MEETING**

13. April 11, 2022

**ADJOURN**

14. 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*

III

Res. No. 168 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.  
March 21, 2022.

A RESOLUTION authorizing the addition of a Neighborhood Engagement Specialist to the City of Sheboygan Table of Organization.

WHEREAS, it is the sense of the council that it is appropriate to add a position entitled "Neighborhood Engagement Specialist." This position will work with interested parties to create and expand neighborhood associations, to provide liaison services to existing associations, to assist with implementation of new and existing housing rehabilitation programs, and to assist with affordable housing funded programs; and

WHEREAS, funding for the position will come from the Affordable Housing Fund and Community Development Block Grant funds.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Planning and Development is hereby authorized to hire a Neighborhood Engagement Specialist in the Planning and Development Department.

BE IT FURTHER RESOLVED: That said Neighborhood Engagement Specialist shall be included in the City's Table of Organization and shall be placed in Class Grade D thereof.

BE IT FURTHER RESOLVED: That funding for the position shall come from the Affordable Housing Fund and Community Development Block Grant funds.

BE IT FURTHER RESOLVED: That the Director of Planning and Development shall work with the Finance Director to submit a budget transfer resolution to the Common Council for all funding not already provided for as part of the 2022 Budget prior to expending such funds.

FP

BE IT FURTHER RESOLVED: That the City Administrator (in the absence of the Human Resources Director) shall create an updated copy of the table of organization including this position and file it with the City Clerk. Pursuant to Sec. 82-31, Sheboygan Municipal Code, said updated copy shall be included annually as part of the non-represented compensation plan.

\_\_\_\_\_  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

## CITY OF SHEBOYGAN

## REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

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**ITEM DESCRIPTION:** Res. No. 168-21-22 authorizing the addition of a Neighborhood Engagement Specialist to the City of Sheboygan Table of Organization.

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

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**REPORT DATE:** March 25, 2022

**MEETING DATE:**

March 28, 2022

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**FISCAL SUMMARY:****STATUTORY REFERENCE:**

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

Wisconsin Statutes:  
 Municipal Code: N/A

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**BACKGROUND / ANALYSIS:**

The Department of City Development currently assigned neighborhood liaisons to support the neighborhood associations under the City's Neighborhood Revitalization Strategy and Community Policing Strategy. This is handled under the Mayor's Neighborhood Leadership Cabinet (MNLCC). Since this Community Policing Strategy was implemented by Chief Domagalski in the Sheboygan Police Department in 2010, 12 neighborhood associations were established. The Police Department's Neighborhood Districts is made of the 72 neighborhoods. In 12 years, only 17% of the neighborhoods have established neighborhood associations.

A review of the neighborhood communities such as Oshkosh and Green Bay are establishing between 5 and 6 neighborhood associations a year. For Sheboygan, we have partnered with Sheboygan Neighborhood Pride to help with organizing neighborhood associations, however over time challenges of recruitment of board members to SNP is slowing the number of associations that are recognized by the city.

In order to increase the number of new associations in a quicker timeframe, the Director of City Development and the Police Chief feel the city needs to dedicate a full-time person to building relationships with residents and creating anywhere from 4-7 neighborhood associations in a given year. Therefore, the Neighborhood Engagement Specialist position, if approved would be added to the City of Sheboygan Table of Organization to focus on creating neighborhood associations, as well as assisting the administration of housing rehab programs that are planned to be implemented with funding from the Affordable Housing Fund.

**STAFF COMMENTS:**

The position would be funded with Community Development Block grant funds and the Affordable Housing Funds based on the new revenue from the closing of the Tax Incremental Districts. The position description is attached.

**ACTION REQUESTED:**

Motion to recommend Common Council to approve Res. No. 168-21-22 authorizing addition of a Neighborhood Engagement Specialist to the City of Sheboygan Table Organization.

Item 6.

**ATTACHMENTS:**

- I. Res. No. 168-21-22

# Neighborhood Engagement Specialist

Item 6.

**Direct Supervisor:** Director of City Development  
**Department:** Planning and Development Division  
**Version Date:** March 2022  
**Salary Grade:** D  
**FLSA Status:** Non-Exempt, Not Represented



## Position Summary:

The City is seeking a qualified Neighborhood Engagement Specialist as an essential component of the City's Neighborhood Revitalization Strategy to collaborate with city staff and community stakeholders to grow the recognized neighborhoods associations in the city. The ideal candidate would have strong oral and written communication skills. The candidate should have extensive experience working with external community partners.

## Essential Responsibilities:

The Neighborhood Engagement Specialist reports directly to the Director of Planning and Development and will be a full-time position with the following duties:

- Attend meetings (evenings and some weekends) with neighborhood leadership to plan and implement neighborhood improvement efforts.
- Act as main contact for community members who have questions on City programs/services and as a main contact between City and the community by advising community members on City program/policies/services.
- Report on important issues and activities in the assigned geographic areas to City leadership.
- Explain and facilitate City processes and help to identify City funds to support housing rehabilitation, affordable housing opportunities and overall neighborhood development.
- Partner with neighborhood leadership to improve quality of life issues for communities.
- Provide coordination and direction between the Planning and Development division, the Sheboygan Police Department and other city departments in initiating and responding to neighborhood initiatives, plans, events, and requests.
- Serves as a neighborhood liaison on current recognized neighborhoods (will require evening meetings).
- Assist organizing neighborhood groups with their capacity-building needs to establish them as recognized associations via the following:
  - Technical assistance as determined by the neighborhood.
  - Attending neighborhood meetings.
  - Identifying key leaders in new neighborhoods to begin discussion on neighborhood associations.
- Assists in the administration of city operated housing rehabilitation programs.
- Performs other related duties as may be assigned.

## Desired Qualifications:

- Commitment to public service
- Personal understanding of the impact neighborhood groups and residents can have on communities and cities.
- Commitment to teamwork within an organization.
- Ability to work collaboratively with multiple external partners.

# Neighborhood Engagement Specialist

Item 6.

## Qualifications & Skills:

- Ability to create and maintain a warm, hospitable and welcoming environment for guests and visitors and exercise good judgment, courtesy, and tact to maintain effective working and public relationships.
- Ability to learn the laws, ordinances, and regulations with respect to functions performed.
- Ability to work independently with minimal direct supervision.
- Ability to handle multiple priorities and projects.
- Experience in community outreach and leadership development preferred.

## Post Job Offer Requirements:

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

## Work Environment:

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

## Department Summary:

The Planning and Development Division actively promotes a diverse, safe and dynamic community and enhance the living, working and recreational choices for all Sheboygan citizen and visitors. The vision of the Planning and Development Division is to take a leadership role in creating opportunities for our City to continue to grow and sustain our diverse neighborhoods that define and give Sheboygan its unique character.

## 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 mission, vision, and core values of the City of Sheboygan, and work to fulfill the six values of the City's Strategic Plan.

Employee Name: \_\_\_\_\_

Employee Number: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_



III

Res. No. 170 - 21 - 22. By Alderpersons Felde and Filicky-Peneski.  
March 21, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a Master Continuing Disclosure Services Agreement that provides for Ehlers to be retained as the City's Dissemination Agent for Issuer Continuing Disclosure as required pursuant to Securities and Exchange Commission (SEC) Rule 15c2-12.

WHEREAS, as an issuer of municipal securities, the City is required to comply with all continuing disclosure obligations enumerated in the Continuing Disclosure Agreement/Certificate/Undertaking (CDU) associated with each issue of securities subject to the Rule; and

WHEREAS, the City has hired Quarles & Brady as its disclosure counsel, but needs to also assign a Dissemination Agent to help prepare and file disclosure reports within required time frames. Quarles & Brady has indicated that it has and can work with Ehlers on our behalf in this role.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to execute the Master Continuing Disclosure Services Agreement, a copy of which is attached hereto and incorporated herein.

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

March 1, 2022

MASTER CONTINUING DISCLOSURE SERVICES  
AGREEMENT FOR:

# City of Sheboygan, Wisconsin



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Prepared by:

Ehlers  
3060 Centre Pointe Drive  
Roseville, Minnesota 55113

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**BUILDING COMMUNITIES. IT'S WHAT WE DO.**



March 1, 2022

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

**Re: Letter of Engagement to Retain Ehlers as Dissemination Agent for Issuer  
Continuing Disclosure Required Under Securities and Exchange Commission  
(SEC) Rule 15c2-12 (the “Rule”)**

As an issuer of municipal securities, the City (“Issuer”) is required to comply with all continuing disclosure obligations enumerated in the Continuing Disclosure Agreement/Certificate/Undertaking (CDU) associated with each issue of securities subject to the Rule. Many Issuers have CDU’s that vary significantly from one CDU to another. Ehlers & Associates, Inc. (“Ehlers”) can help you comply with all CDU obligations as Dissemination Agent. Fulfilling this obligation requires research, preparation and filing of disclosure reports within specific time frames.

This Letter of Engagement (“Letter”) is being presented to memorialize and clarify the terms of the Issuer’s engagement of Ehlers as the Issuer’s Dissemination Agent. In this regard, Ehlers agrees to provide Issuer with those services described in Appendix A (“Services”). Ehlers shall be entitled to compensation by the Issuer also as described in Appendix A.

This Letter shall be effective as of the date of its execution by the Issuer and shall remain in effect for a period of one (1) year (the “Initial Term”). This Letter shall renew automatically on each anniversary of the effective date of this Letter (each an “Additional Term”). Notwithstanding the foregoing, this Letter may be terminated by either party upon sixty (60) days prior written notice. The Initial Term and each Additional Term shall collectively be referred to herein as the “Term”.

In order to perform the engagement, Issuer agrees to provide Ehlers all documents and information as are deemed necessary to fulfill the Issuer’s reporting requirements under each respective CDU, and within the applicable timeframe(s) (“Disclosure Information”). With respect to Issuer’s obligation to report the occurrence of any event for which a material event notice (“Event Notice”) is to be filed, Issuer shall provide Disclosure Information related to the event to Ehlers within five (5) days of its occurrence. All other Disclosure Information must be provided to Ehlers within fourteen (14) days of Issuer’s receipt of any such request from Ehlers. If Issuer fails to provide any Disclosure Information to Ehlers in accordance with the foregoing, Ehlers shall not be held liable for any reason in the event that any necessary disclosure filing is not disseminated to the



appropriate party within the applicable timeframe(s). Further, if for any reason Issuer fails to provide required Disclosure Information to Ehlers in accordance with the foregoing and Issuer's delay results in any disclosure filing being after a stated deadline, Ehlers shall, without further direction or instruction from Issuer, file a notice(s) with the applicable recipient submitting information provided by Issuer, if any, and/or describing the failure and providing any other information as Ehlers deems appropriate.

Ehlers shall deem all Disclosure Information provided to it by the Issuer to be accurate and free of defect, as well as not containing any material misstatements, falsehoods, or omissions of fact. Issuer acknowledges that Ehlers shall be entitled to rely on all Disclosure Information provided by the Issuer without further investigation as to its completeness or accuracy.

Issuer shall indemnify, hold harmless and defend Ehlers from and against any damages, costs or other liabilities (including reasonable attorneys' fees) arising from or relating to any breach of this Letter by Issuer, including, but not limited to, damages, costs and other liabilities arising out of any Disclosure Information received and disseminated by Ehlers. Further, in no event shall Ehlers' total aggregate liability under this Letter be in excess of the amount of fees paid by Issuer to Ehlers during the Term then in effect notwithstanding anything contained herein. In addition, Issuer acknowledges that Ehlers shall not be responsible and/or liable for any errors, misstatements or omissions associated with any continuing disclosure report or filing, or for the correction thereof, that was prepared or disseminated by any party other than Ehlers.

This Letter constitutes the entire agreement between the parties and is intended to supersede any and all agreements, whether oral or written, between the parties that were entered into relative to the subject matter hereof prior to the effective date of this Letter. No amendment or modification of this Letter shall be deemed valid unless made in writing and signed by both parties.

This Letter covers the Issuer's current outstanding securities. The Issuer may request in writing that Ehlers act as the Dissemination Agent on any future securities subject to the Rule.

If our engagement under the terms of this Letter is acceptable, please sign this Letter in the appropriate signature block below and return a signed copy to us for our records. If, however, you do not wish to engage our services, please note that election and return a copy of this Letter to us.

Please contact me if you have any questions or would like to discuss our engagement further.

Sincerely,

Phil Cosson  
Senior Municipal Advisor

City of Sheboygan, WI  
Master Continuing Services Agreement

**SO ACCEPTED BY ISSUER**

Issuer hereby accepts this Letter and engages Ehlers to provide the services noted herein and executes this Letter as of the date noted below:

By: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

**SO DECLINED BY ISSUER**

Issuer hereby acknowledges that it will be responsible for updating and submitting all necessary continuing disclosure reports and filings as may be required of Issuer without the assistance of Ehlers. Issuer further acknowledges and agrees that Ehlers assumes no responsibility for the compilation and/or submission of any such continuing disclosure reports or filings.

By: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

## Appendix A

### EHLERS DISSEMINATION AGENT SERVICES AND FEES

Ehlers' continuing disclosure services are designed to assist the Issuer in meeting its continuing disclosure obligations. Depending on the size of a transaction and the total amount of debt outstanding at the time of issuance, different debt issues may be subject to different reporting requirements. Ehlers will provide the services identified below, which are reflective of the Issuer's requirements under its respective Continuing Disclosure Undertaking (CDU). In no event will Ehlers assist Issuer with assessing whether information provided or omitted as part of an annual filing is "material" or whether an event is "material" under the federal securities laws requiring the filing of an event notice pursuant to a CDU. If the Issuer accepts this letter and engages Ehlers as the Dissemination Agent, Ehlers shall provide the following services and charge the following fees:

#### Full Disclosure Services

##### Background

Since 1995, Securities and Exchange Commission (SEC) rule 15c2-12 (the "Rule") has required underwriters of municipal securities to ensure that issuers are obligated to provide periodic reporting of specific information with respect to certain issues of municipal securities. An issuer is classified as a "full disclosure" reporting entity when it issues securities subject to the Rule in an amount of \$1 million or more, and further provided that total securities subject to the Rule and currently outstanding exceed \$10 million. Full disclosure reporting entities must:

- File reports consisting of specific information at least annually with the Municipal Securities Rulemaking Board's (MSRB) Electronic Municipal Market Access (EMMA) system (<http://emma.msrb.org>).
- File "Event Notices" regarding enumerated events specified in SEC rules and CDUs within 10 business days of occurrence. Event Notices are filed through the same EMMA system.

##### Description of Services

Issuer engages Ehlers to provide the following services in connection with the preparation and dissemination of Issuer's continuing disclosure reports and Event Notice filings in connection with all outstanding debt issues of Issuer subject to the Rule and for which continuing disclosure reports or filings are required. During the Term of the engagement, Ehlers shall provide the services hereinafter described with respect to all existing and future securities of the Issuer subject to the Rule and having continuing disclosure requirements. Ehlers shall provide these services for any other securities of the Issuer when requested in writing by the Issuer.



### Annual Filings, or More Frequently, if Required

- a. Review and catalog of all Continuing Disclosure Agreement/Certificate/Undertaking (CDU)'s of Issuer relative to current and future issues of securities subject to the Rule.
- b. Creation of a timetable for the anticipated schedule of events relating to the preparation of Issuer's annual (or more frequently, if required) continuing disclosure report.
- c. Collection of information from third parties and Issuer, as applicable, to the extent necessary to prepare the annual (or more frequently, if required) continuing disclosure report.
- d. Preparing the annual (or more frequently, if required) continuing disclosure report in a standardized format acceptable for submission to the EMMA system, or any future industry standard.
- e. Submission of the annual (or more frequently, if required) continuing disclosure report and any Event Notices to the designated recipient based on the applicable CDU's of Issuer and all laws, rules and regulations relative thereto.
- f. Delivering a copy of any report or notice submitted in accordance with (e. above) to Issuer for its records, as well as confirmations of receipt of filing(s).
- g. Respond to Underwriter/Investor inquiries and requests.
- h. Providing recommendations to Issuer relating to future continuing disclosure related matters.

### Event Notices

- a. Informing Issuer of the types of events that may require the filing of an "Event Notice" and the required reporting period for such notices.
- b. Notifying Issuer of any information Ehlers discovers that may require the filing of an Event Notice, and preparation and filing of the required Event Notice.
- c. Upon notification by Issuer of any circumstances that may require the filing of an Event Notice, preparing, filing, and providing confirmation of filing the required Event Notice.

### Description of Fees

Full Disclosure Services fees shall be assessed as follows:

Number of Issuer Continuing Disclosure Undertakings	Annual Fee
One (1) to three (3) CDU's	\$2,800
Four (4) to six (6) CDU's	\$3,300
Seven (7) or more CDU's	\$3,800

Plus, any out-of-pocket expenses.

### Special Circumstances

If an Issuer's CDU requires periodic filings (quarterly or semiannually) in addition to the annual filings, a fee of \$500 per required CDU filing shall be assessed.

## Limited Disclosure Services

### Background

In 2009, the Securities and Exchange Commission put into place revised rules regarding a limited scope of continuing disclosure requirements for certain municipal securities issuers. These rules apply to any securities issued on or after July 1, 2009 in amounts of \$1 million or more and where the Issuer's total amount of principal outstanding and subject to the Rule is less than \$10 million upon issuance. Any issuer meeting the aforementioned parameters must comply with a limited disclosure undertaking and file annual reports. Issuers subject to limited disclosure requirements must file audited financial statements (or unaudited financial statements if allowed under a CDU) on an annual basis, rather than both financial statements and operating and statistical data.

### Description of Services

Ehlers shall provide the following services in connection with the preparation and dissemination of Issuer's continuing disclosure reports and Event Notice filings for all current and future outstanding securities of Issuer subject to the Rule and for which continuing disclosure reports or filings are required. During the Term of the engagement, Ehlers shall provide the services hereinafter described with respect to all future issuances for which Ehlers provides municipal advisory services and that have continuing disclosure requirements. Ehlers will also provide these services for any other issues when requested in writing by the Issuer.

Services to be provided are as follows:

### Annual Filings

- a. Review of all Continuing Disclosure Agreement/Certificate/Undertaking (CDU)'s of Issuer relative to currently outstanding issuances.
- b. Creation of a timetable for the anticipated schedule of events relating to the dissemination of Issuer's annual updated financial information and operating data.
- c. Submitting the Issuer's annual financial statements to the designated recipient thereof based on the applicable CDU's of Issuer and all laws, rules and regulations relative thereto.
- d. Delivering a copy of any report or notice submitted in accordance with (c above) to Issuer for its records.
- e. Respond to Underwriter/Investor inquiries and requests.
- f. Providing recommendations to Issuer relating to future continuing disclosure related matters.

### Event Notices

- a. Informing Issuer of the types of events that may require the filing of an "Event Notice".
- b. Notifying Issuer of any information Ehlers discovers that may require the filing of an Event Notice, and preparation and filing of the required Event Notice.
- c. Upon notification by Issuer of any circumstances that may require the filing of an Event Notice, prepare and file the required Event Notice.



**Description of Fees**

Limited Disclosure Services shall be provided annually for a fee of \$750.

**Future Fee Changes**

Ehlers reserves the right to adjust fees during the Term of the engagement without prior consent of the Issuer, but not more than annually. Prior to any fee adjustments, the Issuer will be notified in writing of the revised fees and their effective date.

## Appendix B

### EVENT NOTICES

If any one of the listed events occurs in relation to the Issuer and/or any of the Issuer's securities subject to this agreement, you must notify Ehlers at the earliest possible time to discuss the applicability and the need for any filing of an Event Notice. The Issuer may also wish to discuss the matter with its legal counsel to gauge materiality of any occurrence.

#### Mandatory Event Notices

- Principal and interest payment delinquencies
- Non-payment related defaults, if material
- Unscheduled draws on debt service reserves reflecting financial difficulties
- Unscheduled draws on credit enhancements reflecting financial difficulties
- Substitution of credit or liquidity providers or their failure to perform
- Adverse tax opinions, IRS notices or material events affecting the tax status of the security
- Modifications to rights of security holders, if material
- Bond calls, if material
- Defeasances
- Release, substitution or sale of property securing repayment of the securities, if material
- Rating changes
- Tender offers
- Bankruptcy, insolvency, receivership or similar event of the obligated person
- Merger, consolidation, or acquisition of the obligated person, if material
- Appointment of a successor or additional trustee, or the change of name of a trustee, if material
- Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties

**Additional / Voluntary Event-Based Disclosures**

- Amendment to continuing disclosure undertaking
- Change in obligated person
- Notice to investors pursuant to bond documents
- Certain communications from the Internal Revenue Service
- Secondary market purchases
- Bid for auction rate or other securities
- Capital or other financing plan
- Litigation / enforcement action
- Change of tender agent, remarketing agent, or other on-going party
- Derivative or other similar transaction
- Other event-based disclosures

# Dissemination Agent Services

Helping ensure accurate & timely continuing disclosures.



Item 7.

As an issuer of municipal securities, you are bound by the required Continuing Disclosure Agreements associated with your debt issues to disseminate certain financial and operating information, along with material event notices, to investors via Electronic Municipal Market Access (EMMA). Failure to do so accurately and on time can negatively impact your ability to access the municipal capital market. Engaging a dissemination agent to complete and submit continuing disclosure filings on your behalf can help you avoid potentially costly mistakes and maintain regulatory compliance.

## What continuing disclosure obligations are required?

Under the Securities and Exchange Commission's (SEC) Rule 15c2-12, required continuing disclosures vary by issuers' total amount of municipal debt, type of obligation and type of revenue pledged.

**Generally, all issuers of municipal securities must disseminate annual audited financial statements.**

Issuers with more than \$10 million in total outstanding municipal debt subject to disclosure reporting must also submit additional operating data. Examples include:

- ✓ Current property valuations
- ✓ Direct debt
- ✓ Tax levies & collections
- ✓ Population & employment trends

**All issuers must also file notices of material events within 10 business days of their occurrence.**

Examples include:

- ✓ Principal & interest payment delinquencies
- ✓ Credit rating changes
- ✓ Defeasances
- ✓ Merger, acquisition or sale
- ✓ Bankruptcy or insolvency
- ✓ Non-payment defaults
- ✓ Unscheduled draws on debt reserves or credit enhancements
- ✓ Substitution of liquidity or credit providers
- ✓ Adverse tax opinions or events affecting the tax-exempt status of the security
- ✓ Modification to rights of security holders
- ✓ Security calls & tender offers
- ✓ Release, substitution or sale of securing property
- ✓ Trustee successor appointment, addition or name change
- ✓ Financial obligation incurrence or agreement
- ✓ Default, event of acceleration, termination event or modification of terms to a financial obligation, any of which reflect financial difficulties

## Why engage a dissemination agent?

Professional dissemination agents focus solely on regulatory compliance for continuing disclosures and continuously monitor changing best practices, reporting requirements and technology. When you engage an experienced dissemination agent like Ehlers, we will work to:

- ✓ Continually monitor required filings and notify you well ahead of impending deadlines.
- ✓ Collect required data, prepare filings and submit them to the Municipal Securities Rulemaking Board (MSRB) via EMMA accurately and on time.
- ✓ Satisfy varying requirements and deadlines for each disclosure certificate.
- ✓ Leverage the information technology needed to quickly confirm the status of disclosure profiles, including tracking and confirming bond calls, rating changes and any other actions.
- ✓ Stay on top (and ahead!) of ever-changing SEC rule enforcement and disclosure best practices.

What's more, your staff will be able to access specialized continuing disclosure expertise, backed by our team of highly experienced municipal advisors, whenever needed!

## Rely on Ehlers.

Continuing disclosure compliance is a high-risk regulatory requirement that warrants specialized expertise and knowledge of evolving regulations. Ehlers brings more than 25 years' experience, proprietary technology and strict controls to this important component of debt administration. You can rely on Ehlers to do the job right!

**Contact us today to learn more.**

## Ehlers' Dissemination Agent Team



**Sara Beecher**  
Public Finance Manager



**Annie Mallon**  
Public Finance Analyst

 Visit [ehlers-inc.com](http://ehlers-inc.com)    Email [info@ehlers-inc.com](mailto:info@ehlers-inc.com)

**EHLERS**



**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

## CITY OF SHEBOYGAN

## REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

---

**ITEM DESCRIPTION:** Res. No. 170-21-22 by Alderpersons Felde and Filicky-Peneski.

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**REPORT PREPARED BY:** Finance Director Kaitlyn Krueger

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**REPORT DATE:** March 23, 2022

**MEETING DATE:** March 28, 2022

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**FISCAL SUMMARY:**

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

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:**

The Securities and Exchange Commission's (SEC) Rule 15c2-12 requires the City to disclose material financial events to investors through the Electronic Municipal Market Access (EMMA) system. By engaging with a dissemination agent, the Finance Department has a resource to assist with the completion and submission of these filings to ensure SEC compliance. The City is currently working with Ehlers to issue the General Obligation debt and is looking to add this additional service.

**STAFF COMMENTS:**

None

**ACTION REQUESTED:**

Motion to recommend the Common Council adopt Res. No. 170-21-22 by Alderperson Felde and Filicky-Peneski authorizing the appropriate City officials to enter into a Master Continuing Disclosure Services Agreement retaining Ehlers as the City's Dissemination Agent for Issuer Continuing Disclosure.

**ATTACHMENTS:**

- I. Res. 170-21-22
- II. Master Continuing Disclosure Services Agreement
- III. Ehlers Continuing Disclosure Services Brochure

III

Other Matters

Item 8.

Res. No. 171 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.  
March 21, 2022.

A RESOLUTION authorizing the appropriate City Officials to execute an engagement letter with Quarles & Brady LLP to serve as disclosure counsel with regard to General Obligation Promissory Notes.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached engagement letter with Quarles & Brady LLP to serve as disclosure counsel for the City of Sheboygan regarding the issuance of \$2,215,000 in General Obligation Promissory Notes, Series 2022A.

FAP

\_\_\_\_\_  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor





411 East Wisconsin Avenue  
Suite 2400  
Milwaukee, Wisconsin 53202-4428  
414.277.5000  
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Attorneys at Law in  
Chicago  
Indianapolis  
Madison  
Milwaukee  
Minneapolis  
Naples  
Phoenix  
Scottsdale  
Tampa  
Tucson  
Washington, D.C.

March 21, 2022

**VIA EMAIL**

Ms. Meredith DeBruin  
City Clerk  
City of Sheboygan  
City Hall  
828 Center Avenue  
Sheboygan, WI 53081-4442

**Re: Scope of Engagement Re: Disclosure Counsel – City of Sheboygan  
\$2,215,000 General Obligation Promissory Notes, Series 2022A (the "Notes")**

Dear Meredith:

As you know, we are working with the City of Sheboygan (the "City") as its bond counsel in connection with the issuance of the Notes. We have provided the City with an engagement letter ("Bond Counsel Scope of Engagement Letter") detailing our role and responsibilities as bond counsel and related matters with respect to the Notes.

We are pleased that we are also serving as the City's disclosure counsel in connection with the Notes. Thank you for your confidence in us. This engagement letter describes the scope of services we will provide as the City's disclosure counsel. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

*Scope of Services.* This engagement to serve as the City's disclosure counsel will be a limited, special counsel engagement. The focus of this engagement will be to review the disclosure documents prepared in connection with the sale of the Notes, including the Preliminary Official Statement and Official Statement, or other, similar documents (collectively, the "City's Offering Document"). It is the City's responsibility to verify the information contained in the materials provided to us or confirmed for us by the City. As set forth below in the terms of our engagement, we will not undertake an independent investigation to verify the accuracy or completeness of this information. Nor will we render any opinion or make any representation as to the suitability of the Notes for investment by any investor.



Ms. Meredith DeBruin  
March 21, 2022  
Page 2

In our capacity as the City's disclosure counsel:

- We will review the City's Offering Document and undertake due diligence with respect to the material representations therein so that we may provide the negative assurance letter described in the following paragraph. Our due diligence will consist of reviewing materials provided to us or confirmed for us by the City; reviewing the City's responses to questions posed in a due diligence questionnaire; assisting the City in its review of its continuing disclosure compliance in the last five years (although the City is ultimately responsible for this review and for such compliance); and discussing the City's Offering Document with the City and Ehlers and Associates, Inc., Waukesha, Wisconsin ("Ehlers"). As noted in the paragraph below, we will not make an independent investigation to verify the accuracy or completeness of the information and facts included in the City's Offering Document, beyond reviewing the materials provided to us or confirmed for us by the City. It is the City's responsibility to verify all such information.
- Subject to satisfactory completion of our due diligence, we will provide the City with a negative assurance letter that, based on our review of the City's Offering Document, our examination of certain materials provided by the City and its representatives, and our participation in conferences and conversations with the City and its representatives, no information has come to the attention of the attorneys in our firm rendering legal services in connection with the matter that has caused them to believe that the Preliminary Official Statement contained as of its date or the Final Official Statement contained as of its date or contains as of the date hereof any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided, however, we do not express any belief with respect to any financial and statistical data and forecasts, projections, numbers, estimates, assumptions and expressions of opinion, information about bond insurers, or any information regarding the Depository Trust Company and the book-entry system for the Notes contained or incorporated by reference in the City's Offering Document and its appendices, which we expressly exclude from the scope of this paragraph.

In providing this negative assurance letter, we will rely on certifications provided by the officers of the City and others furnished to us. As noted, we will not make an independent investigation to verify the accuracy or completeness of the information and facts included in the City's Offering Document. We expect to provide Ehlers with a separate letter allowing it to rely on the above-described negative assurance letter. Our negative assurance letter is not a guarantee; although we expect our due diligence review to assist the City in identifying, confirming and presenting potentially material information, neither our participation in the financing nor our provision of the above-described negative assurance letter will relieve the City of its obligations under the federal securities laws. In particular, ultimate responsibility for disclosing to potential purchasers of the Notes all City information material to their investment decision rests with the City.

Ms. Meredith DeBruin  
March 21, 2022  
Page 3

All matters other than those set forth above are outside the scope of our engagement as the City's disclosure counsel. Such matters include without limitation any obligation to any underwriter, placement agent or financial advisor involved with the issuance of the Notes other than providing a reliance letter as described above, if applicable. In particular we wish to note that this engagement does not entail any responsibility for us to review matters or provide advice to any party with respect to such matters as the rules promulgated by the Municipal Securities Rulemaking Board ("MSRB"), "blue sky" securities law matters, or other general securities law matters pertaining to any party's status as a broker-dealer or municipal advisor. Nor does this engagement entail any responsibility to advise or assist the City with respect to its ongoing obligation to comply with continued disclosure requirements, if applicable.

Further, we are neither qualified nor engaged to provide financial advice, and hence we will make no representation whatsoever about the suitability of the Notes for purchase by investors, the desirability of the proposed plan of finance, the feasibility of the project(s) financed or refinanced by the Notes, or any such related matters.

*Term of Engagement.* Either the City or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the City terminates our services, the City is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the City if, among other things, the City fails to honor the terms of this engagement letter – including the City's failing to pay our bills, the City's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to City (or its representative) our final bill for services rendered. If the City requests, we will promptly return the City's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the City. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

*City Responsibilities.* We will provide legal counsel and assistance to the City in accordance with this letter and will rely upon information and guidance the City and its personnel provide to us. We will keep the City reasonably informed of progress and developments, and respond to the City's inquiries. To enable us to provide the services set forth in this letter, the City will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The officers and agents of the City will review the City's Offering Document, participate in a due diligence conference to review the City's Offering Document and provide a certificate as to the accuracy and completeness of the City's Offering Document stating that it does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading. The City agrees to pay our bills for services and expenses in accordance with this engagement letter. The City will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.



Ms. Meredith DeBruin  
March 21, 2022  
Page 4

*Staffing.* Alex Gore will handle day-to-day matters with respect to this engagement, with assistance from Jessica Kaye, a Paralegal in our Public Finance Group. We may call upon other lawyers in our Public Finance, Securities Law, or other firm practice groups as necessary. It is our mission to provide the highest quality legal services in an efficient, economical manner. As a result, we involve attorneys and staff at our firm with the experience appropriate to the task at hand. If you have any questions or comments about our services, staffing, billings or other aspects of our representation, please contact me. It is important to me and to Quarles & Brady LLP that the City finds satisfaction in our representation and our responsiveness at all times.

*Fees and Expenses.* Based on: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Notes; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to this engagement; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$7,800. Our fees and expenses may vary: (a) if the principal amount of Notes actually issued differs significantly from our current understanding; (b) if material changes in the structure or contemplated schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise which require an increase in our time or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will advise you. Our fee is usually paid at the Closing out of proceeds of the Notes by the purchaser of the Notes. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing. If, for any reason, the Bond financing is not consummated or is completed without the rendition of our opinion as disclosure counsel, we will expect to be compensated by the District at our normal hourly rates for time actually spent, plus out-of-pocket expenses.

*Opinions and Beliefs.* Since the outcome of financial transactions such as the issuance of the Notes is subject to factors that cannot always be foreseen, such as the uncertainties and risks inherent in the transactional process, it is understood that we have made no promises or guarantees to the City concerning the outcome of this or any other matter and cannot do so.

*Other Matters.* This letter is meant to supplement our Bond Counsel Engagement Letter. As such, we refer to that letter's statements regarding our firm's status as a limited liability partnership, conflicts, and related items, all of which are incorporated here and do not change by virtue of this expansion to our role.

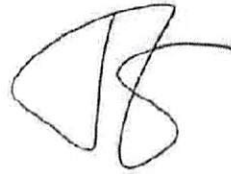
*Other Matters.* Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Ms. Meredith DeBruin  
 March 21, 2022  
 Page 5

We ask that you acknowledge this letter by signing below and returning a copy to me. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you. We are pleased to have this opportunity to represent you and assure you that we will represent the City as diligently and economically as possible.

Very truly yours,

QUARLES & BRADY LLP



Jeffrey D. Peelen

JDP:jkent

cc: Mr. Todd Wolf (via email)  
 Ms. Kaitlyn Krueger (via email)  
 Ms. Melissa Clevenger (via email)  
 Charles C. Adams, Esq. (via email)  
 Rebecca A. Speckhard, Esq. (via email)  
 Thomas Cameron, Esq. (via email)  
 Alex Gore, Esq. (via email)  
 Ms. Jessica Kaye (via email)  
 Ms. Sue Porter (via email)

### ACCEPTED AND AGREED

The undersigned, by duly authorized signature below, agrees to engage you pursuant to the terms set forth in this letter.

Accepted and Approved:

CITY OF SHEBOYGAN

By: \_\_\_\_\_

Its: \_\_\_\_\_

Title

Date: \_\_\_\_\_



## Bond & Disclosure Counsel Services for Municipalities & School Districts

### Brief Description of Services

#### Bond Counsel

- Q&B analyzes the proposed legal structure of bonds, prepares authorizing resolutions and closing documents, and performs a review of the proposed project or refinancing for compliance with applicable state law and applicable federal tax law and regulations.
- We deliver a legal opinion stating that the bonds have been validly issued under State law in compliance with all legal requirements, and that the interest on the bonds is tax-exempt under federal tax law (if applicable). We also deliver a legal transcript of proceedings with all related documentation.

#### Disclosure Counsel

- Q&B reviews the “offering document” used to sell bonds to investors, to help ensure it is accurate and complete. We also assist local government officials in conducting required “due diligence,” through questionnaires and diligence conference call(s).
- We deliver an assurance letter stating that the offering document is free of material misstatements or material omissions, in support of the governmental entity’s due diligence requirements under federal securities law. We also deliver a due diligence file to evidence the diligence that was performed.

### Legal Background

- State statutes have many nuanced and complex rules regarding what sorts of obligations (bonds, notes, etc.) may be issued, as well as for what purposes and under what conditions including procedural requirements such as referendum, notices, publications, etc. Federal tax law similarly includes complicated rules regarding when bonds may be issued on a tax-exempt or tax-advantaged basis, including arbitrage and private activity restrictions.
- Bond issues may be challenged for non-compliance with State law, and may also be audited by the Internal Revenue Service (IRS) for compliance with all federal tax law requirements—through random or targeted audits, and through other regulatory compliance initiatives such as questionnaires. **Successful challenges can threaten the validity or tax-exemption of bonds, which in some cases can result in liability to the issuer.**
- Under federal securities law, it is illegal for an offering document to contain materially misleading statements or omissions. Governmental entities that issue bonds must review the offering document and perform related due diligence. **This diligence requirement applies even when a financial advisor or underwriter prepares the offering document.**
- Bonds may be challenged for non-compliance with federal securities law by investors or, more likely, by the Securities and Exchange Commission (SEC)—through random and targeted audits and other SEC initiatives such as 2014’s “MCDC” initiative. With the creation of the Office of Municipal Securities within the SEC, these enforcement activities are expected to increase. Enforcement actions can result in liability both to the governmental issuer as well as individual officials responsible for bond financing matters.

### Q&B Is Your Trusted, Experienced Partner in Municipal Finance

- Q&B has rendered opinions on municipal financings for over 75 years. We have a deep and long-standing commitment to public finance and our governmental entity clients.
- In 2019, Q&B ranked **1<sup>st</sup> in Wisconsin** and **7<sup>th</sup> in the Midwest** as bond counsel in terms of number of issues and principal amount, as reported to and tabulated by *The Bond Buyer*.
- In the past three years, Q&B has served as bond counsel and disclosure counsel on more than 2,000 bond issues with an aggregate par amount exceeding \$14.6 billion.
- Our firm and our lawyers are members of the National Association of Bond Lawyers (NABL), the Securities Industry and Financial Market Association (SIFMA), and the Bond Dealers Association (BDA).

For more information on Q&B’s public finance practice, please visit us at [quarles.com](http://quarles.com).

## CITY OF SHEBOYGAN

## REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

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**ITEM DESCRIPTION:** Res. No. 171-21-22 by Alderpersons Felde and Filicky-Peneski.

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**REPORT PREPARED BY:** Finance Director Kaitlyn Krueger

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**REPORT DATE:** March 23, 2022

**MEETING DATE:** March 28, 2022

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**FISCAL SUMMARY:**

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

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:**

The City is required to issue an offering document each debt issuance that provides potential investors with financial data and other market information to allow for risk assessment. The Securities and Exchange Commission (SEC) requires City officials to attest that there are no material misleading statements or omissions contained in the offering document. Disclosure Counsel performs extensive review of the offering document prior to publication to assist the City's officials with compliance. Quarles & Brady LLP have already been engaged as Bond Counsel for the City to assist with issuing debt and this will be an additional service utilized prior to debt issuance in the future.

**STAFF COMMENTS:**

None

**ACTION REQUESTED:**

Motion to recommend the Common Council adopt Res. No. 171-21-22 by Alderperson Felde and Filicky-Peneski authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as disclosure counsel with regard to General Obligation Promissory Notes.

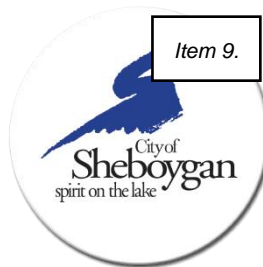
**ATTACHMENTS:**

- I. Res. 171-21-22
- II. Quarles & Brady Scope of Engagement – Disclosure Counsel
- III. Quarles & Brady – Disclosure Counsel Brochure



## **MUNICIPAL COURT – ANNUAL REPORT 2021**

Item 9.



The Municipal Court oversees non-criminal traffic and ordinance violations. The mission of the court is to provide access to justice to the people of the City of Sheboygan and the Village of Kohler in a timely and cost-effective manner. The Municipal Court accounts for the collection of forfeitures owed to the City of Sheboygan and Village of Kohler. The court is managed by Judge Natasha Torry.

In 2021, Judge Torry began performing weddings for Sheboygan area residents free of charge. This service is advertised in the Sheboygan Insider, the Sheboygan County Clerk's Office, and in literature distributed at the July 4<sup>th</sup> and Holiday parades. Judge Torry continues to partner with the Sheboygan Area School District, the Boys and Girls Club of Sheboygan County and the Sheboygan County Health and Human Services Division in an effort to address and reduce truancy. Improvements have been made to the truancy workshop which she pioneered. The truancy workshop is again scheduled to meet on a monthly basis.

Judge Torry was honored to be a featured speaker on the importance and role of the Municipal Court for the League of Women Voters, the American Association of University Women, and the Sheboygan County Chamber of Commerce. In 2021, the court faced unprecedented staffing shortages but was able to convene without interruptions to the court calendar. In an effort to improve efficiency, the court office has moved towards a paperless model in 2021. The court increased its ability to provide the option for defendants, victims, witnesses, and attorneys to appear either virtually or in person as needed.

<b>Workload Measurements</b>	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual
Sheboygan Police Department cases	6,067	6,139	5,503	3,845	4,385
Sheboygan Building Inspection Department cases	711	503	489	373	453
Sheboygan Fire Department cases	1	4	0	1	0
Village of Kohler cases	326	294	603	808	966
Total Number of cases	7,105	6,940	6,595	5,027	5,804

<b>Collections</b>	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual
Total Forfeitures ordered	\$1,352,116	\$1,263,291	\$1,369,504	\$1,049,096	\$1,094,223
Total Forfeitures, Fees and Reimbursements collected	\$704,183	\$922,128	\$827,257	\$752,705	\$917,621
Restitution Paid to Victims	\$18,174	\$19,982	\$15,766	\$12,232	\$15,704

<b>Permanent Staffing</b>	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual
Municipal Court Judge	0.50	0.50	0.50	0.50	0.50
Municipal Court Clerk	1.00	1.00	1.00	1.00	1.00
Assistant Court Clerk	1.00	1.00	1.00	1.00	1.00
Total Staffing	2.50	2.50	2.50	2.50	2.50

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 172- 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.  
March 28, 2022.

A RESOLUTION authorizing the City Attorney's Office to settle the matter of *Audrey Brubaker, et al. vs. City of Sheboygan, et al.*, Sheboygan County Case No. 2020CV000253.

RESOLVED: That the City Attorney's Office is hereby authorized to settle the matter of *Audrey Brubaker, et al. vs. City of Sheboygan, et al.*, Sheboygan County Case No. 2020CV000253, with a payment to the Trust Account of Axley Brynelson, LLP in the amount of \$94,191.51.

\_\_\_\_\_  
\_\_\_\_\_

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. 172- 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.  
March 28, 2022.

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\_\_\_\_\_  
\_\_\_\_\_

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Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor