



FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

June 26, 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
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes - June 12, 2023

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Res. No. 21-23-24 / June 19, 2023: A RESOLUTION appointing Bond Trust Services Corporation as fiscal agent in connection with certain outstanding obligations.
7. R. C. No. 204-22-23 / April 17, 2023: Your committee to whom was referred R. O. No. 125-22-23 by City Clerk submitting a claim from Mario D. Campbell for alleged injuries that occurred when he fell.
8. R. C. No. 206-22-23 / April 17, 2023: Your Committee to whom was referred R. O. No. 4-22-23 by City Clerk submitting a Notice of Circumstances of Injury regarding an incident that occurred on January 7, 2022 between the City of Sheboygan Police Department and Frank Bernard.
9. R. C. No. 212-22-23 / April 17, 2023: Your Committee to whom was referred R. O. No. 123-22-23 by City Clerk submitting a letter from Crystal Meise-Henning notifying the City of Sheboygan of the intent to file civil action regarding an incident that occurred on August 23, 2022.

DATE OF NEXT REGULAR MEETING

10. Next Meeting Date - July 10, 2023

ADJOURN

11. 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*

Res. No. 71 - 23 - 24. By Alderpersons Mitchell and Filicky-Peneski.
June 19, 2023.

A RESOLUTION appointing Bond Trust Services Corporation as fiscal agent in connection with certain outstanding obligations.

WHEREAS, the City of Sheboygan, Wisconsin (the "City") has outstanding certain debt obligations described below (collectively, the "Obligations"):

1. \$3,400,000 General Obligation Promissory Notes, Series 2016A, dated April 20, 2016;
2. \$7,525,000 Taxable General Obligation Promissory Notes, Series 2016B, dated April 20, 2016;
3. \$5,000,000 General Obligation Promissory Notes, Series 2017A, dated May 15, 2017;
4. \$6,335,000 General Obligation Promissory Notes, 2018, dated July 2, 2018;
5. \$5,015,000 General Obligation Refunding Bonds, Series 2018, dated December 5, 2018;
6. \$3,800,000 Taxable General Obligation Refunding Bonds, Series 2018, dated December 5, 2018;
7. \$6,630,000 General Obligation Corporate Purpose Bonds, Series 2019A, dated July 29, 2019;
8. \$4,225,000 General Obligation Community Development Bonds, Series 2019B, dated July 29, 2019;
9. \$2,960,000 Taxable General Obligation Refunding Bonds, Series 2019C, dated July 29, 2019;
10. \$4,985,000 General Obligation Promissory Notes, Series 2020A, dated May 18, 2020;
11. \$4,635,000 General Obligation Refunding Bonds, Series 2020C, dated September 15, 2020;
12. \$11,510,000 Taxable General Obligation Refunding Bonds, Series 2020D, dated November 16, 2020;
13. \$5,125,000 General Obligation Promissory Notes, Series 2021A, dated April 1, 2021;
14. \$3,600,000 Taxable General Obligation Refunding Bonds, Series 2021B, dated April 1, 2021; and

WHEREAS, the Obligations were issued in book-entry-only form registered in the name of CEDE & CO. as nominee of The Depository Trust Company, New York, New York ("DTC"), and DTC acts as securities depository for the Obligations; and

WHEREAS, the Common Council deems it to be necessary, desirable, and in the best interest of the City to appoint a bank or trust company to serve as fiscal agent and to perform the duties of registrar and fiscal agent for such Obligations; and

FAP

WHEREAS, the City is currently acting as fiscal agent for the Obligations and deems it to be necessary, desirable, and in the best interest of the City to appoint Bond Trust Services Corporation as successor paying agent for the Obligations.

NOW, THEREFORE, BE IT RESOLVED: Appointment of Fiscal Agent. That the principal of and interest on the Obligations shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Wis. Stats. § 67.10(2) (the "Fiscal Agent"), to be effective immediately upon adoption and approval as of the date of this resolution.

BE IT FURTHER RESOLVED: Fiscal Agency Agreement. That the Fiscal Agency Agreement between the City and the Fiscal Agent shall be substantially in the form attached hereto and is hereby approved, and the City shall pay such fees and expenses of the Fiscal Agent set forth in the Fiscal Agency Agreement. The Finance Director is hereby authorized to execute the Fiscal Agency Agreement.

BE IT FURTHER RESOLVED: Notice of Appointment of Fiscal Agent. The officers of the City are authorized and directed to work with the City's financial advisor and dissemination agent, Ehlers & Associates, Inc., to provide notice of the appointment of the Fiscal Agent to DTC and to issue a material event notice regarding the appointment of the Fiscal Agent in accordance with the terms of the City's continuing disclosure obligations with respect to the Obligations under Rule 15c2-12 of the Securities and Exchange Commission.

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



AGREEMENT RELATING TO PAYING AGENCY, REGISTRAR, AND TRANSFER AGENCY

THIS AGREEMENT, entered into on June 2, 2023, by and between the City of Sheboygan, Wisconsin (the “Issuer”) and **BOND TRUST SERVICES CORPORATION**, a wholly owned subsidiary of Ehlers & Associates, Inc. (the “Agent”), a corporation duly organized and existing as a limited purpose trust company under the laws of the State of Minnesota, Section 48A.03.

WHEREAS, the Issuer has by Resolution (the "Bond Resolution"), authorized the issuance of the below (the “Bonds/Notes”);

- \$3,400,000 General Obligation Promissory Notes, Series 2016A
- \$7,525,000 Taxable General Obligation Promissory Notes, Series 2016B
- \$5,000,000 General Obligation Promissory Notes, Series 2017A
- \$6,335,000 General Obligation Promissory Notes, 2018
- \$5,015,000 General Obligation Refunding Bonds, Series 2018
- \$3,800,000 Taxable General Obligation Refunding Bonds, Series 2018
- \$6,630,000 General Obligation Corporate Purpose Bonds, Series 2019A
- \$4,225,000 General Obligation Community Development Bonds, Series 2019B
- \$2,960,000 Taxable General Obligation Refunding Bonds, Series 2019C
- \$4,985,000 General Obligation Promissory Notes, Series 2020A
- \$4,635,000 General Obligation Refunding Bonds, Series 2020C
- \$11,510,000 Taxable General Obligation Refunding Bonds, Series 2020D
- \$5,125,000 General Obligation Promissory Notes, Series 2021A
- \$3,600,000 Taxable General Obligation Refunding Bonds, Series 2021

WHEREAS, the Issuer has designated the Agent as the paying agent, registrar and transfer agent for the Bonds/Notes;

WHEREAS, the Agent has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve in such capacities for the Bonds/Notes;



NOW THEREFORE, the Issuer and the Agent, each in consideration of the representations, covenants and agreements of the other as set forth herein, mutually represent, covenant and agree as follows:

Section 1. Agent's Duties.

- 1.1 **Registrar.** The Agent shall keep at its principal corporate trust office in Roseville, Minnesota a Bond Register in which the Agent, in its capacity as registrar, shall provide for the registration of ownership of the Bonds/Notes and the registration of transfers and exchanges of the Bonds/Notes entitled to be registered, transferred or exchanged pursuant to the terms of the Bonds/Notes Resolution and the Bonds/Notes.
- 1.2. **Transfer of Bonds/Notes.** Upon surrender to the Agent for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Agent duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, together with a guarantee of the signature satisfactory to the Agent, the Agent shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds/Notes of a like aggregate principal amount and maturity, as requested by the transferor. The Agent may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until such interest payment date.
- 1.3. **Exchange of Bonds/Notes.** Whenever any Bonds/Notes are surrendered to the Agent for exchange, the Agent shall authenticate and deliver the Bonds/Notes which, under the Bond Resolution, the owner making the exchange is entitled to receive.
- 1.4. **Cancellation.** All Bonds/Notes or coupons surrendered upon any transfer or exchange and unissued inventory at maturity shall be marked paid and canceled by the Agent and destroyed pursuant to Minnesota statutes, Section 475.553, subd. 2, unless otherwise directed by the Issuer.
- 1.5. **Improper or Unauthorized Transfer.** When any Bond is presented to the Agent for transfer, the Agent may refuse to transfer the same until it is satisfied that the endorsement on such Bond or written instrument of transfer is valid and genuine and the requested transfer is legally authorized. The Agent shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.
- 1.6. **Persons Deemed Owners.** The Agent shall treat the person in whose name any Bond is at any time



registered in the Bond Register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

- 1.7. Taxes, Fees and Charges. For every transfer or exchange of Bonds/Notes the Agent may impose upon the owner thereof a charge sufficient to pay or reimburse the Agent for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange except in the case of the issuance of a Bond or Bonds/Notes for the unredeemed portion of a Bond surrendered for redemption.

- 1.8. Mutilated, Lost, Stolen or Destroyed Bonds/Notes. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Agent shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Agent in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Agent of evidence satisfactory to it that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Agent of an appropriate bond of indemnity in form, substance and amount as may be required by law and as is satisfactory to the Agent, in which bond the Issuer and the Agent shall be named as obligees. All Bonds/Notes so surrendered to the Agent shall be canceled by it and evidence of such cancellation shall be given to the Issuer. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment, provided that the owner shall first provide the Agent with a bond of indemnity as set forth above.

- 1.9. Records, Statements, Payment of Interest and Principal. The Agent shall:
 - (a) keep true and accurate accounts of the outstanding principal balance of the Bonds/Notes;
 - (b) not less than thirty (30) days before the due date of any principal of or interest on the Bonds/Notes, send a statement to the Issuer of the amount which will be required to pay the principal of and interest on the Bonds/Notes on such date;
 - (c) pay such of the interest on the Bonds/Notes as is due on each stated interest payment date, with the funds received from the Issuer, by check or draft mailed, no later than the interest payment date, to the registered owners of the Bonds/Notes as of the close of business on the 15th day (whether or not a business day) of the preceding month, at their addresses as they appear on the Bond Register;
 - (d) pay such of the principal of the Bonds/Notes as is due on the stated payment dates, with the funds received from the Issuer, upon presentation of the Bonds/Notes for payment;



- (e) if Agent fails to make timely payment, the Agent will pay all charges from depositories for untimely payments;
- (f) forthwith upon presentation and payment of the Bonds/Notes cancel the same and retain and dispose of the same in the manner set forth in Section 1.4 hereof; and

The Agent shall not be required to pay interest on any funds of the Issuer for any period during which such funds are held by the Agent awaiting the interest payment date or the presentation of the Bonds/Notes for payment. Any funds remaining in the possession of the Agent for payment of the Bonds/Notes three (3) years after the date for the payment thereof has expired shall, subject to any applicable escheat law, be returned to the Issuer upon demand.

- 1.10. Reliance on Documents. The Agent may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates, opinions or other documents furnished to the Agent by or on behalf of the Issuer. The Agent shall not be liable for any error or judgment made in good faith by or on behalf of Agent in the performance of the duties of Agent herein.
- 1.11. Delivery of Records to Issuer; Retention. The Agent may, from time to time at its discretion, deliver to the Issuer, for safekeeping or disposition by the Issuer in accordance with law, such records accumulated in the performance of its duties as it may deem expedient, and the Issuer assumes all responsibility for any failure thereafter to produce any paper, record or document so returned, if and when required.

Section 2. Issuer's Duties.

- 2.1 Provision of the Executed Bonds/Notes. The Issuer shall provide the Agent with such executed Bonds/Notes as are required to issue the Bonds/Notes in exchange for or upon transfer of outstanding Bonds/Notes.
- 2.2 Provision of Funds to pay Principal and Interest. The Issuer may pay the Agent for the interest and principal due by check, however, the check must be received by the Agent for deposit no later than *five business days* before the debt service payment date in order for the bondholder payments to be released on the payment date. Check payments received from the Issuer after the deadline will result in bondholder payments being released after a *three business day* clearance. If the Issuer pays by wire, the wire should be sent to the Agent *one business day* prior to the debt service payment date.
- 2.3 Payment of Fees and Charges of Agent. The Issuer shall pay to the Agent reasonable fees and charges for services performed hereunder in accordance with the Agent's fee schedule



attached hereto as Schedule A for the first two years of the Agreement and thereafter according to Agent's then current fee schedule in effect at the time of the service. The fees and charges of said Agent shall in no event become a charge against the funds remitted by the Issuer for payment of principal and interest on the Bonds/Notes.

- 2.4 Payment of Reimbursable Charges Incurred by Agent. The Issuer agrees to reimburse Agent, upon Agent's request, for all reasonable expenses, disbursements and advances incurred or made by the Agent in accordance with any of the provisions of the Agreement (including the reasonable compensation and the expenses and disbursements of its agents and counsel)
- 2.5 Failure to Provide Funds. If available funds needed for payment do not reach the Agent by any interest payment date, payment of items may be refused and the Issuer may be charged for reasonable expenses incurred and extra service performed in accordance with the Agent's fee schedule in effect at the time of the payment date. The Issuer shall pay all charges or penalties from depositories if they fail to make timely payments provided, however, that the Agent agrees to abide by the depository requirement for same day wire transfer of funds for debt service payment.
- 2.6 Indemnification. The Issuer shall indemnify and hold the Agent harmless from and against any loss, cost, charge, expense, judgment or liability that it may incur in the exercise of its powers and duties hereunder and which is not due to its negligence or default.

Section 3. Termination.

This agreement will terminate upon the later of the date of final payment of the principal and interest on the Bonds/Notes to the holders thereof or the date on which any remaining funds held by the Agent are remitted to the Issuer. Either party may terminate this agreement by written notice mailed to the other party at least thirty (30) days prior to termination date, upon which event the Agent shall return all cash and Bonds/Notes in its possession to the Issuer or its order and shall deliver the Bond Register to the Issuer or its order and the Issuer shall pay any accrued and unpaid fees and service charges to the Agent. In the event that such termination is by the Issuer, Issuer shall pay a termination fee as set forth by the Agent at the time of termination. No termination fee will be charged to the Issuer if the termination is due to the failure by the Agent to provide the services outlined in this Agreement. No early termination hereunder shall be effective until a successor Paying Agent/Registrar has been appointed by the Issuer and notice of the appointment of the successor has been given to the holder of Bonds/Notes.



IN WITNESS WHEREOF, the Issuer and the Agent have caused this agreement to be executed in their respective names by their duly authorized representatives, in two counterparts, each of which shall be deemed an original.

City of Sheboygan, Wisconsin
828 Center Ave
Sheboygan, WI 53081

By:

Kaitlyn Krueger
Finance Director

BOND TRUST SERVICES CORPORATION

3060 Centre Pointe Drive, Suite 110
Roseville, MN 55113

By:

Nicole Aly
Paying Agent Administrator



REGISTRAR AND PAYING AGENT FEE SCHEDULE FOR BOOK-ENTRY ONLY TRANSACTION

~~I. Initial Fee: \$450.00~~

*Waive for
the City*

~~The initial fee payable at closing covers:~~

- ~~1) Review of final bond documents;~~
- ~~2) Communication with Municipal Advisor and Bond Counsel;~~
- ~~3) Coordination of delivery of Bond(s) for closing; and~~
- ~~4) Set up of necessary accounts and records.~~

II. Annual Administration Fee: \$475.00

The annual fee, payable in advance, covers:

- 1) Invoicing and collection of scheduled debt service payments;
- 2) Documentation and wiring of scheduled debt service payments;
- 3) Handling all correspondence and communications with The Depository Trust Company;
- 4) Maintenance of Issuer's account;
- 5) Destruction of Bond(s);
- 6) Processing of optional redemption notices; and
- 7) Audit verification letters.

III. Additional Services:

- 1) Processing of Mandatory Sinking Fund Notices - \$100 per notice

Fees for services other than those listed above not contemplated at the time of issuance will be charged based on the type of service performed, expenses incurred, time involved, and responsibility assumed.

The above fees may be subject to periodic review and/or adjustment.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 125-22-23 submitting a claim from Mario Campbell for alleged personal injury.

REPORT PREPARED BY: Margo Wagner, Financial Reporting Analyst

REPORT DATE: June 21, 2023

MEETING DATE: June 26, 2023

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

R.O. No. 125-22-23 is a claim from Mario Campbell for alleged personal injury after stepping in a roadway pothole. Information received from the Department of Public Works indicated the roadway had been repaired, and there was no negligence by the City of Sheboygan.

STAFF COMMENTS:

City staff have reviewed the above notice of claim and under authorization of the Mayor of Sheboygan, in consultation with the City Attorney and the Finance Department, have denied the notice of claim listed above.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents:
R.O. No. 125-22-23

ATTACHMENTS:

- I. R.O. No. 125-22-23

IV

R. C. No. 204 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. O. No. 125-22-23 by City Clerk submitting a claim from Mario D. Campbell for alleged injuries that occurred when he fell; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

F&P 23-24

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Item 7.

R. O. No. 125 - 22 - 23. By CITY CLERK. March 20, 2023.

Submitting a claim from Mario D. Campbell for alleged injuries that occurred when he fell.

F+P

CITY CLERK

DATE RECEIVED

3/15/23

RECEIVED BY

MKC

CLAIM NO.

#26-22

Item 7.

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. **TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

1. Name of Claimant: Mr Marco D. Campbell
2. Home address of Claimant: 1024 Bluff Ave
3. Home phone number: 920.627-8578
4. Business address and phone number of Claimant: 909 Ontario Ave
Nov 7, 2022 Apt #C11 Sheboygan, WI 53081
5. When did damage or injury occur? (date, time of day) _____
6. Where did damage or injury occur? (give full description) _____
I Step Out of my Car, when I taken my next
step, I fell down (picture are attach) I didn't
notice the pothole.
7. How did damage or injury occur? (give full description) I went to the ER,
the x-ray show my ankle was twisted, my
ankle still painful - according to the doctor, I
need therapy.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following: ?
(a) Name of such officer or employee, if known: ?
(b) Claimant's statement of the basis of such liability: the City is liability
because I hurt myself on city property. I was just
the worked on the street all summer, however
they didn't completely fill the hole on Ontario
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
(a) Public property alleged to be dangerous: from the picture they
filled some of the holes, which they didn't do again,
(b) Claimant's statement of basis for such liability: I was on the road
clock, my client lives at 909 Ontario Ave

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

Item 7.

I twisted my ankle. Pictures are attached

11. Name and address of any other person injured: ☒

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$

Property: \$

☒ Personal injury: -so far ER- \$

Other: (Specify below) \$

TOTAL \$

Damaged vehicle (if applicable)

Make: Model: Year: Mileage:

☒ Names and addresses of witnesses, doctors and hospitals:

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.

909 Ontario Ave
#C11
Sheboygan, WI 53081

SIGNATURE OF CLAIMANT

Mario Campbell

DATE

3/19/23

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED _____

RECEIVED BY _____

Item 7.

CLAIM NO. _____

CLAIM

Claimant's Name:

Mario Campbell

Auto

\$

Claimant's Address:

1021 Bluff ave

Property

\$

Personal Injury

\$

Claimant's Phone No.

920-627-8578

Other (Specify below)

\$

TOTAL

\$

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ _____.

SIGNED

Mario Campbell

DATE:

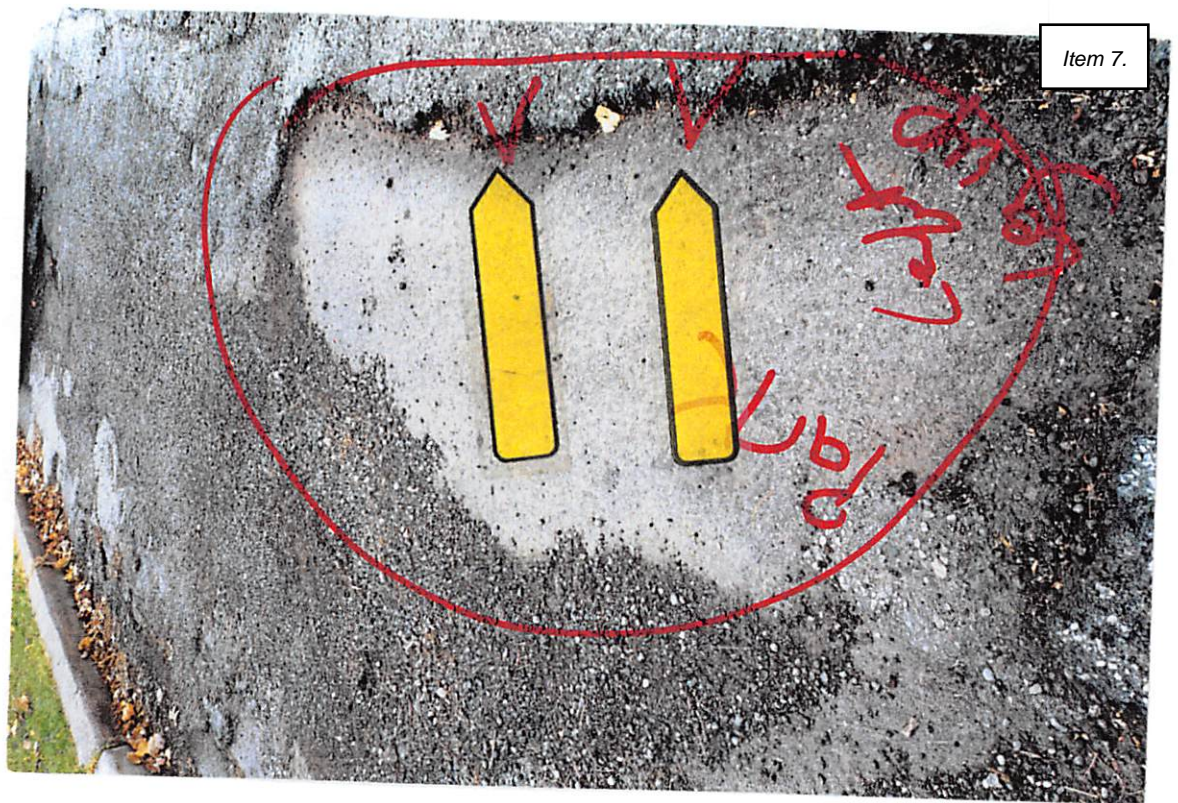
3/16/23

ADDRESS:

1021 Bluff ave

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

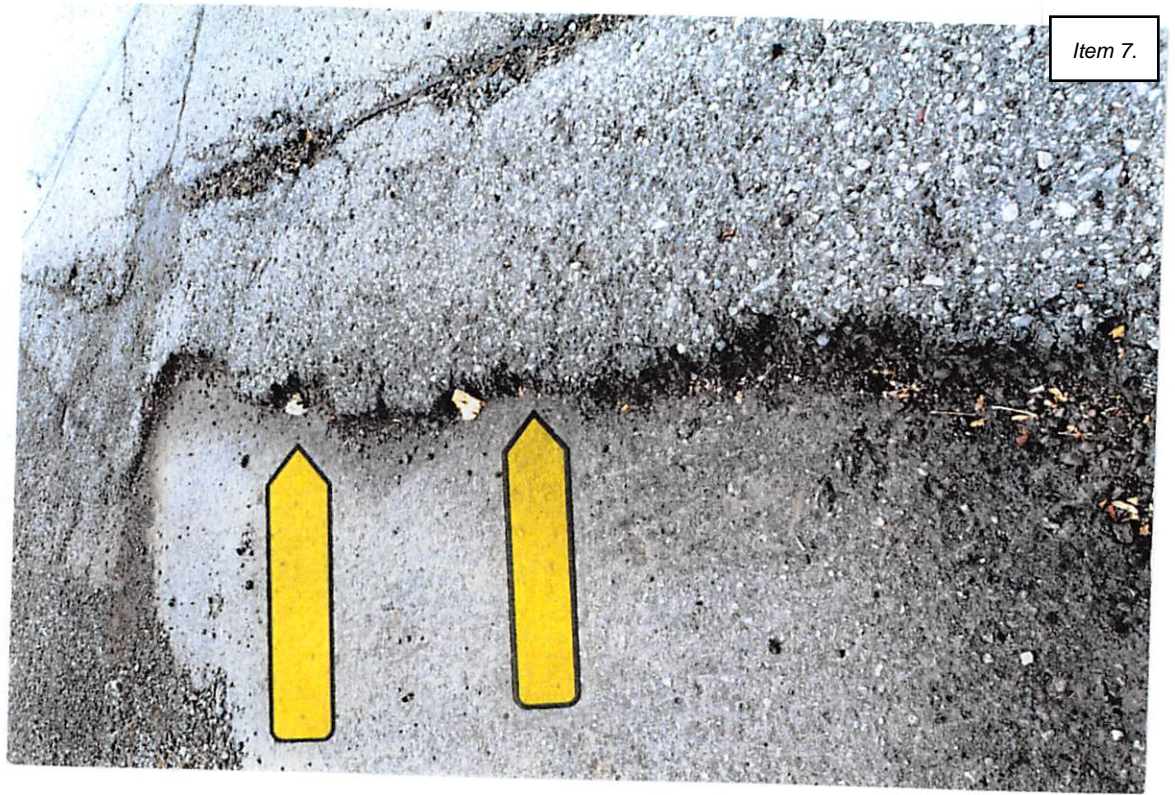
MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

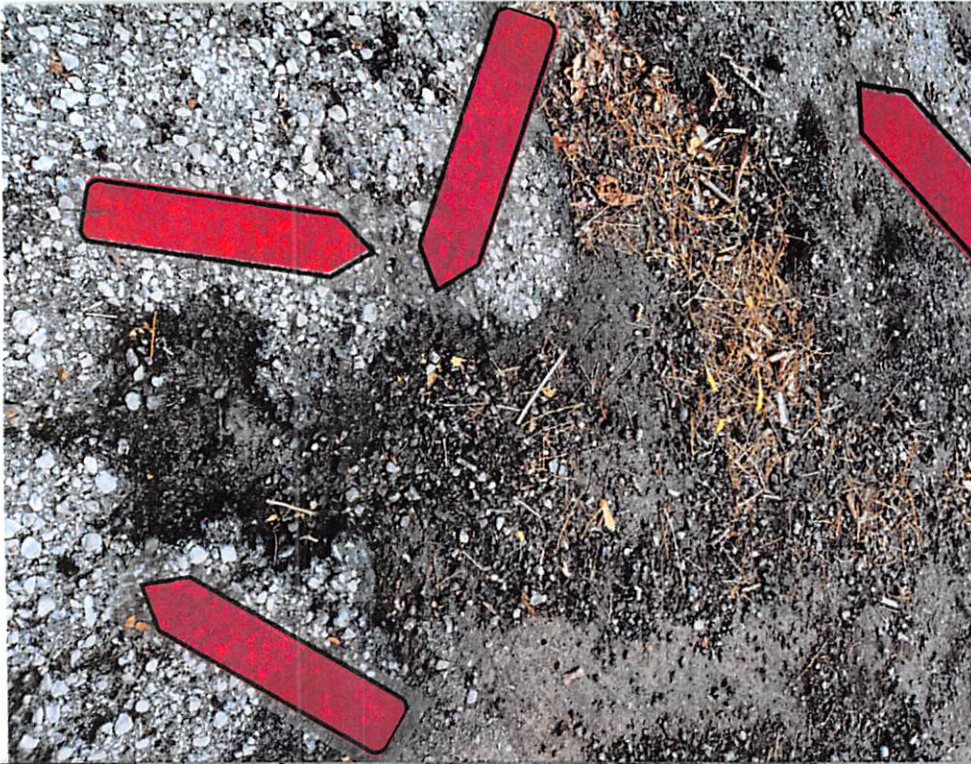


Item 7.









Yellow Brown (Before)

Red (Patch 14 - After)

Previous - Red - Reddy

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 4-22-23 submitting a notice of claim from Frank Bernard for alleged physical injury during a police investigation.

REPORT PREPARED BY: Margo Wagner, Financial Reporting Analyst

REPORT DATE: June 21, 2023

MEETING DATE: June 26, 2023

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

R.O. No. 4-22-23 is a notice of claim from Frank Bernard, represented by First, Albrecht & Blondis, S.C., for alleged physical injury incurred during a police investigation at the claimant's home.

STAFF COMMENTS:

City staff have reviewed the above notice of claim and under authorization of the Mayor of Sheboygan, in consultation with the City Attorney and the Finance Department, have denied the notice of claim listed above.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents:
R.O. No. 4-22-23

ATTACHMENTS:

- I. R.O. No. 4-22-23

VI

R. C. No. 206 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. O. No. 4-22-23 by City Clerk submitting a Notice of Circumstances of Injury regarding an incident that occurred on January 7, 2022 between the City of Sheboygan Police Department and Frank Bernard; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

FAP 23-24

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 4 - 22 - 23. By CITY CLERK. May 2, 2022.

Submitting a Notice of Circumstances of Injury regarding an incident that occurred on January 7, 2022 between the City of Sheboygan Police Department and Frank Bernard.

F&P

CITY CLERK

NOTICE OF CIRCUMSTANCES OF INJURY

copy from fax
distributed
on 4/19/22

TO: City Clerk
ATTN. CLAIMS
City Hall
828 Center Avenue, Suite 103
Sheboygan, WI 53081
VIA US MAIL & FACSIMILE - (920) 459-3919 & EMAIL
Meredith.DeBruin@sheboyganwi.gov

Sheboygan Police Department
ATTN. Chief of Police
1315 North 23rd Street
Sheboygan, WI 53081
VIA US MAIL & FACSIMILE - (920) 459-0205 & EMAIL
christopher.domagalski@sheboyganwi.gov

Officer TJ Hamilton (Badge #430) & Officer Ben Woodward (Badge #449)
Sheboygan Police Department
1315 North 23rd Street
Sheboygan, WI 53081
VIA US MAIL & FACSIMILE - (920) 459-0205

PLEASE TAKE NOTICE of the following circumstances of injury, filed and served on behalf of Frank Bernard, D.O.B. 1/10/1968.

On January 7, 2022, Frank Bernard, born January 10, 1968, was assaulted and injured in his home by Sheboygan Police Department Officers TJ Hamilton (Badge #430) and Ben Woodward (Badge #449).

On the night of January 7, 2022, Frank Bernard was in his home, located at 4238 North 29th Street, Sheboygan, WI 53081, and he was lying in bed with his fiancé attempting to go to sleep. At approximately 10:11 p.m., a Sheboygan Police Officer, Officer TJ Hamilton (Badge # 430), arrived at Mr. Bernard's home, approached the porch, and knocked on Mr. Bernard's front door. Mr. Bernard then opened the front door of his home. The officer at the front door, Officer TJ Hamilton (Badge #430), introduced himself to Mr. Bernard, and Mr. Bernard introduced himself to the officer. Officer Hamilton then asked Mr. Bernard "what's going on tonight?" and Mr. Bernard informed the officer that he and his fiancé were attempting to go to sleep for the night. Officer Hamilton informed Mr. Bernard that the police department had allegedly received an

anonymous report that there was a disturbance or was about to be a disturbance at the address. Mr. Bernard's fiancé was also standing in the hallway during the encounter. In fact, Officer Hamilton said "hi" to her after telling Mr. Bernard about the report, and Mr. Bernard's fiancé said "hi" in return. Mr. Bernard replied by shaking his head and stating "yeah, we're going to bed."

Officer Hamilton then asked Mr. Bernard whether his wife was home, despite just greeting Mr. Bernard's fiancé just seconds prior. Mr. Bernard, confused by the question due to the fact that he is engaged and not married, opened his door further so that Officer Hamilton could see his fiancé. Officer Hamilton asked Mr. Bernard's fiancé if everything was alright, and Mr. Bernard's fiancé responded "yes." Officer Hamilton then stated that he was going to speak to Mr. Bernard's fiancé, at which point Mr. Bernard asked the officer to leave the home. Officer Hamilton responded "or else what?" Officer Hamilton again stated that he was going to speak to Mr. Bernard's fiancé, and Mr. Bernard again voiced his opposition. Then, Officer Hamilton, using a mocking voice, again said he was going to speak to Mr. Bernard's fiancé. Mr. Bernard again voiced objection and he took a small step backwards.

Then, the officer assaulted Mr. Bernard by grabbing his wrist and pulling him out of his home onto the porch, slamming him into the exterior of his home, and he then proceeded to push Mr. Bernard into Mr. Bernard's home and physically injure Mr. Bernard. The officer then proceeded to forcefully throw Mr. Bernard onto the ground. At this point in the interaction, Officer Ben Woodward (Badge #449) arrived on the scene and joined Officer Hamilton in assaulting Mr. Bernard. While the officers were handcuffing Mr. Bernard, Officer Hamilton used his knee to strike Mr. Bernard in his left temple. Mr. Bernard was then placed in handcuffs at approximately 10:13 p.m. At no point did the officer provide a warrant or any other documentation or reasoning for their entry and assault.

As Mr. Bernard was being cuffed, Officer Hamilton pursued his fiancé into the bedroom of Mr. Bernard's home. The officer, as well as several other Sheboygan police officers that were beginning to arrive, questioned Mr. Bernard's fiancé in the bedroom. Eventually, Officer Woodward removed the handcuffs from Mr. Bernard at approximately 10:22 p.m. Mr. Bernard was handcuffed for just under ten minutes.

Finally, at 10:53 p.m., over forty minutes after the officers arrived at the Bernard home and entered without a warrant and without express or implied permission, the officers left Mr. Bernard's home.

The next day, on January 8, 2022, Mr. Bernard was contacted by another Sergeant of Patrol, Sgt. Alex Jaeger. Sgt. Jaeger provided Mr. Bernard with complaint forms, and he apologized for the conduct of the Sheboygan police officers. Sgt. Jaeger also informed Mr. Bernard that the police officers went to Mr. Bernard's home the previous night allegedly pursuant to an anonymous tip the Department received from Crime Stoppers, which is a non-profit that allows any individual to make anonymous reports of alleged crimes. The anonymous tip allegedly relating to Mr. Bernard, as explained to him by Sgt. Jaeger, involved an anonymous claim that the owner of the home located at 4238 North 29th Street was allegedly abusing his wife and children inside the home. Mr. Bernard's adult children do not live in his home. The only occupants of the address were Mr. Bernard and his fiancé. The anonymous tip had no specific details, and it ultimately proved to be a false report.

As a result of the false report from Crime Stoppers and the illegal conduct of Officers Hamilton and Woodward, Mr. Bernard suffered a concussion, a painful lump on his forehead, an abrasion above his left eye, a bruised and black left eye, bruising on the top of his right foot, abrasions on his right wrist from the handcuffs, a sore and stiff neck, and a sore/stiff back. Mr. Bernard also had a medical appointment to assess the injuries he sustained in the assault by Sheboygan police officers, and he was diagnosed with a concussion, which has caused headaches, dizziness, neck pain, back pain, upset stomach, forgetfulness, and blurred vision. In addition to his physical injuries, Mr. Bernard has also suffered from emotional distress and trauma, as well as reputational embarrassment.

This notice of circumstances of injury is being filed pursuant to Wis. Stat. Sec. 893.80(1d)(a) and does not limit or restrict any federal civil rights or constitutional claims in any way.

Dated this 14th day of April, 2022.

FIRST, ALBRECHT & BLONDIS, s.c.
Attorneys for Frank Bernard

By:



James P. End
State Bar No. 1032307
Thomas C. Lenz
State Bar No. 1055135
Bryn I. Baker
State Bar No. 1102534

Claimant:
Frank Bernard

First, Albrecht & Blondis, s.c.
158 N. Broadway, Suite 600
Milwaukee, WI 53202
Phone (414) 271-1972
Fax (414) 271-1511
jend@fabattorneys.com
tlenz@fabattorneys.com
bbaker@fabattorneys.com

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 123-22-23 submitting a claim from Crystal Meise-Henning for alleged personal injury during a police investigation.

REPORT PREPARED BY: Margo Wagner, Financial Reporting Analyst

REPORT DATE: June 21, 2023

MEETING DATE: June 26, 2023

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

R.O. No. 123-22-23 is a claim from Crystal Meise-Henning for alleged physical, mental, and emotional damage incurred during a police investigation. The claimant alleges excessive force during a traffic stop, resulting in long term damage.

STAFF COMMENTS:

City staff have reviewed the above notice of claim and under authorization of the Mayor of Sheboygan, in consultation with the City Attorney and the Finance Department, have denied the notice of claim listed above.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents:
R.O. No. 123-22-23

ATTACHMENTS:

- I. R.O. No. 123-22-23

VI

R. C. No. 212 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. O. No. 123-22-23 by City Clerk submitting a letter from Crystal Meise-Henning notifying the City of Sheboygan of the intent to file civil action regarding an incident that occurred on August 23, 2022; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

FAP 23-24

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 173 - 22 - 23. By CITY CLERK. March 20, 2023.

Submitting a letter from Crystal Meise-Henning notifying the City of Sheboygan of the intent to file civil action regarding an incident that occurred on August 23, 2022.

FHP

CITY CLERK

For letter RE: Notice of Injury and Claim under Wis. Stat. 893.80(1)

State of Wisconsin

County of Sheboygan

This signature was acknowledged before me on 03/07/2023

By CRYSTAL MEISE-HENNING

[Signature]

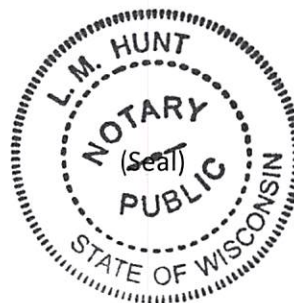
Notary's Signature

LM Hunt

Notary's Printed Name

06/13/2025

Commission Expiration Date





Crystal Meise-Henning
1535A North 12th Street
Sheboygan, WI 53081

March 3, 2023

Ms. Meredith DeBruin, City Clerk
City Hall
828 Center Avenue, Suite 103
Sheboygan, WI 53081

RE: Notice of Injury and Claim under Wis. Stat. §893.80(1)

Good Morning:

I hereby notifying the City of Sheboygan and the Sheboygan Police Department of my intent to file a civil action regarding the incident set forth below. Please forward this Notice to the appropriate authorities for consideration as required by the relevant statutes.

Facts Giving Rise to Claim:

I am an insulin-dependent diabetic. On August 23, 2022, I left my job at Plymouth Foam and was driving home. At approximately 3:22PM, the 911 Center received a call that there was a vehicle driving erratically. Several Sheboygan police units responded, and I did not immediately stop because I was not aware what was happening. I stopped at the corner of North 14th & North Avenue/Calumet Drive, and a K-9 unit pulled in front of my vehicle and blocked me in; another police vehicle made contact with my rear bumper. Officer Matthew Heimerl opened my driver's door, pulled me from the vehicle, threw me to the ground and handcuffed me. I was not being combative; I was suffering a diabetic episode and was not fully functional. A search of my vehicle and belongings revealed that I am a Type I diabetic; an ambulance was called, and I was transported to the hospital. I was issued 2 traffic citations, both of which were dismissed by the Court on November 11, 2022.

I filed a formal written complaint with the Sheboygan Police Department on September 22, 2022. The complaint was answered on November 6, 2022; none of the officers involved were found to have behaved inappropriately. I received this written decision on November 18, 2022

Written Claim:

As a result of the excessive use of force by Sheboygan Police Department personnel, I suffered a bruise and possible long-term damage to my right shoulder, and a black eye. My medical bills totaled \$5,063.00, of which my insurance covered \$2,116.08. My insurance carrier is Common Ground Healthcare Exchange; I request that they be reimbursed and that I be paid the remaining balance of \$2,946.92 as compensatory damages. I am also requesting an additional \$5,000.00 for

Ms. Meredith DeBruin, City Clerk
March 3, 2023
Page Two

ongoing medical care regarding the shoulder injury, the sum of \$20,000.00 in punitive damages for pain and suffering, plus attorney fees, court costs and fees.


Crystal Meise-Henning