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R. O. No. 147 - 21 - 22. By CITY CLERK. April 18, 2022.

Submitting a communication from Carol Ann Wirth of Wisconsin Public Finance Professionals, LLC terminating their role as "Dissemination Agent" with the City of Sheboygan and submitting their final invoice for services rendered.

FAP
12-23 Council

CITY CLERK



WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
155 SOUTH EXECUTIVE DRIVE, SUITE 211
BROOKFIELD, WI 53005
414-434-9644
FAX: 414-226-2014

April 5, 2022

City of Sheboygan Common Council
c/o Mr. Todd Wolf, City Administrator
828 Center Avenue
Sheboygan, WI 53081

Via Email

Dear Council Members and Mr. Wolf,

Wisconsin Public Finance Professionals, LLC ("WPFP") is appreciative of the opportunity to have provided municipal advisory services and dissemination agent services to the City of Sheboygan for several years. I, personally, have provided these services to the City for over 30 years. We have shared many experiences together including financing several significant City projects including the construction of the marina, TIF district and business park developments, the City-owned convention center, a new police facility, newly remodeled City Hall, multiple annual CIP borrowings, refinancing of existing debt for savings and restructuring, concrete water reservoir project, various water and sewer utility improvement projects, and multiple successful bond rating applications. I am proud to have been a member of the financing team in the late 70's when the City of Sheboygan successfully issued the State's first Wastewater System Revenue Bonds; and as of this date, I am a member of the financing team assisting the Sheboygan Water Utility with a major historical water intake project. During that time, I have had the pleasure of working with several elected officials and administrative staff and department heads. As recently as in 2022, we assisted the City with preparing and filing various continuing disclosure event notices, preparing and providing monthly debt service payment reminders, and provided documents requested for the new City auditors' verification process.

In addition, as the City and Water Utility's Dissemination Agent, in accordance with the most recent Dissemination Agreement dated December 4, 2019 (attached), WPFP filed the City's annual financial information and notices of material events, required by the Securities and Exchange Commission Rule 15c2-12, on the Municipal Securities Rulemaking Board's website known as "EMMA." Compliance with the filing requirements is very important for bond market access. City officials have entered into undertakings with underwriters of its outstanding Notes and Bonds in the municipal market requiring certain information to be timely filed on an annual basis.

Although I have not been informed by the City, but through market monitoring, was informed of the City's 2022 CIP borrowing which sold in the marketplace in March, for which the City engaged

another firm for its Municipal Advisor services. The Official Statement for the 2022 borrowing also indicates that the City intends to retain that firm for Dissemination Agent Services, along with paying agent services. Therefore, regulations require that I terminate WPPF's role as "Dissemination Agent." The attached agreement requires termination with a 60-day written notice, which is being provided with this writing. Also attached is our final invoice for services performed to date in 2022.

While disappointed that I did not have an opportunity to be considered to serve as the City's Municipal Advisor in 2022, I am grateful and proud of the history of accomplishments we achieved together and look forward to the next opportunity to be considered once again. Thank you for the honor of having served the City for so many years, and very best wishes for continued success.

Respectfully,

WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC



Carol Ann Wirth, President

Cc: Meredith DeBruin, City Clerk
Kaitlyn Krueger, Finance Director
Charles Adams, City Attorney
Chad Pelishek, Director of Planning and Development
Joe Trueblood, Sheboygan Water Utility Superintendent

Attachments (2)



WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
1025 SOUTH MOORLAND ROAD, SUITE 504
BROOKFIELD, WI 53005
414-434-9644
FAX: 414-226-2014

City of Sheboygan Sheboygan County, Wisconsin Continuing Disclosure Annual Report Requirement

Dissemination Agent Agreement

The City of Sheboygan, Sheboygan County, Wisconsin ("City") has executed Continuing Disclosure Certificates in connection with the issuance of General Obligation Notes, Note Anticipation Notes, General Obligation Bonds, and Water Utility Revenue Bonds collectively called the "Securities." In the Continuing Disclosure Certificates, the City has covenanted and agreed to provide continuing disclosure of certain financial information and operating data, and, timely notices of the occurrence of certain events (the "Annual Report") by filing such information with the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access ("EMMA") System at www.emma.msrb.org in the format prescribed by the MSRB.

This document will serve as the Dissemination Agent Agreement ("Agreement") between Wisconsin Public Finance Professionals, LLC ("WPFP") and the City, for the timely filing of the City's Annual Report and notices of certain Listed Events, for which WPFP will serve as "Dissemination Agent" effective the date of execution (the "Effective Date").

General Obligation Notes, Note Anticipation Notes and General Obligation Bonds – The City has executed Continuing Disclosure Certificates in connection with the issuance of the following General Obligation Notes, Note Anticipation Notes and General Obligation Bonds:

	<u>Maturity</u>
1. \$6,630,000 G.O. Corp Purpose Bonds Series 2019A dated 7-29-19	12-01-34
2. \$4,225,000 G.O. Comm Develop Bonds Series 2019B dated 7-29-19	12-01-38
3. \$2,960,000 Taxable G.O. Ref Bonds Series 2019C dated 7-29-19	4-01-27
4. \$5,015,000 G.O. Refunding Bonds dated 12-05-18	12-01-38
5. \$3,800,000 Taxable G.O. Refunding Bonds dated 12-05-18	12-01-38
6. \$6,335,000 G.O. Promissory Notes dated 7-02-18	12-01-27
7. \$10,490,000 Note Anticipation Notes dated 7-02-18	6-01-23
8. \$5,000,000 G.O. Promissory Notes Series 2017A dated 5-15-17	4-01-27
9. \$3,400,000 G.O. Promissory Notes Series 2016A dated 4-20-16	10-01-25
10. \$7,525,000 Taxable G.O. Prom Notes Series 2016B dated 4-20-16	10-01-25
11. \$2,720,000 G.O. Refunding Bonds Series 2016C dated 8-25-16	10-01-22
12. \$4,310,000 G.O. Promissory Notes dated 8-04-15	10-01-24
13. \$2,045,000 G.O. Prom Notes Series 2010A dated 6-23-10	4-01-20
14. \$8,000,000 G.O. Corp Purpose Bonds Series 2007B dated 9-01-07	10-01-26

The content of the Annual Report for the General Obligation Notes, Note Anticipation Notes and General Obligation Bonds will include Audited Financial Statements, prepared in accordance with generally accepted accounting principles, and, updates of the following financial information and operating data included in the Official Statement prepared for the General Obligation Notes, Note Anticipation Notes and General Obligation Bonds:

1. General Obligation Debt Service Schedule
2. Revenue Debt Service Schedule (Other Debt)
3. Debt Limit (Unused Debt Margin)
4. History of Tax Collections (Tax Levies and Collections)
5. Property Valuations and Tax Levies (Current Property Valuations)
6. Budget Summary

Under the requirements of the Continuing Disclosure Certificates for the General Obligation Notes, Note Anticipation Notes and General Obligation Bonds, the City is required to file an Annual Report no later than December 31 of each year, and to provide notices of the occurrence of certain events ("Listed Events") enumerated in SEC Rule 15c2-12 (the "Rule") within ten business days of their occurrence until the final maturity date of each General Obligation Note, Note Anticipation Note and General Obligation Bond issued.

Water Utility Revenue Bonds – The City has executed Continuing Disclosure Certificates in connection with the issuance of the following Water Utility Revenue Bonds:

	<u>Maturity</u>
1. \$4,705,000 Water Utility Revenue Bonds Series 2018 dated 3-01-18	5-01-33
2. \$2,115,000 Water Utility Revenue Bonds Series 2016 dated 4-20-16	5-01-25
3. \$3,000,000 Water Utility Revenue Bonds Series 2013 dated 5-01-13	5-01-33

The content of the Annual Report for the Water Utility Revenue Bonds will include Audited Financial Statements, prepared in accordance with generally accepted accounting principles, and, updates of the following financial information and operating data included in the Official Statement prepared for the Water Utility Revenue Bonds:

1. General Obligation Debt Service Schedule
2. Other Revenue Debt Service Schedule
3. Debt Limit (Unused Debt Margin)
4. Budget Summary – General Fund
5. History of Tax Collections
6. Property Valuations and Tax Levies
7. Water Utility Budget
8. Ten Largest Water Customers
9. Water Rates
10. Table of Utility Customers, Water Sales and Revenues
11. Water Utility Revenue Debt Service Schedule
12. Revenue Debt Service Requirements and Coverages

Under the requirements of the Continuing Disclosure Certificates for the Water Utility Revenue Bonds, the City is required to file an Annual Report no later than December 31 of each year, and to provide notices of the occurrence of certain events ("Listed Events") enumerated in SEC Rule 15c2-12 (the "Rule") within ten business days of their occurrence until the final maturity date of each Water Utility Revenue Bond issued.

Scope of Services

WPFP shall rely upon and prepare the Annual Report based on the information supplied by the City and the Sheboygan Water Utility Commission ("Commission"). The City and the Commission agrees to provide information promptly to WPFP to make the filing in a timely fashion. WPFP shall file the Annual Report upon the City's and/or Commission's review and approval. WPFP is not responsible for certifying as to the accuracy of such information or documents.

The Annual Report may be submitted as a single document or as separate documents comprising a package. Any or all of the items may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the EMMA website or filed with the Securities and Exchange Commission.

The Audited Financial Statements may be submitted separately from the balance of the Annual Report. The City and the Commission will provide WPFP promptly with the Audited Financial Statements, as soon as the document becomes available, in word-searchable pdf format.

WPFP shall provide the City and the Commission with an electronic copy of the Annual Report and any notices filed on EMMA, along with confirmations of their filing.

Listed Events

The City is required to give timely notice, **not in excess of ten business days after the occurrence**, of any of the following events with respect to the Securities ("Listed Events") by filing a notice with the MSRB. When a Listed Event occurs, the City and/or Commission shall promptly notify WPFP of such occurrence. A notice shall be prepared by WPFP, approved by the City and/or Commission, and filed by WPFP with the MSRB through the EMMA System in a timely manner within ten business days after the occurrence of the Listed Event.

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Securities, or other material events affecting the tax status of the Securities;
7. Modification to rights of holders of the Securities, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;

10. Release, substitution or sale of property securing repayment of the Securities, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation* of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the City, any of which reflect financial difficulties.

For the purposes of the event identified in 12. above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

*The term "Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a Final Official Statement has been provided to the MSRB consistent with the Rule.

Compensation

The City and Commission agrees to pay WFPF an annual fee of \$750 for the City's portion and \$450 for the Commission's portion of services performed under this Dissemination Agent Agreement. The fee will be payable upon completion of the filing of the respective fiscal year's Annual Report.

Term of This Engagement

The term of this Agreement begins on the Effective Date and ends, unless earlier terminated as provided below, on December 31, 2024. This Agreement may be terminated, with or without cause by either party upon the giving of at least sixty (60) day's written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. This Agreement may be amended or modified only by a writing signed by both parties. This Agreement is solely for the benefit of the City and WPFP and no other person. WPFP may not assign this Agreement without the City's prior written consent. The laws of the State of Wisconsin shall apply to this Agreement.

Limitation of Liability

The City agrees to provide WPFP with information relating to the City and other matters considered appropriate to perform WPFP's duties under this Agreement. The Commission agrees to provide WPFP with information relating to the Water Utility and other matters considered appropriate to perform WPFP's duties under this Agreement. The City and the Commission acknowledge that WPFP is entitled to rely on the accuracy and completeness of all information provided by the City and the Commission on its behalf. To the extent permitted by law, the City shall indemnify, defend and hold WPFP and its employees harmless from and against any losses, claims, damages and liabilities that arise from or relate to this Agreement, except to the extent such are judicially determined to be the result of WPFP's willful misconduct.

The City acknowledges that the City is responsible for the contents of the Annual Reports, and is subject to, and may be held liability under, federal or state securities laws for misleading or incomplete disclosure.

Authority

The undersigned represents and warrants that he/she has the full legal authority to execute this Agreement on behalf of the City and the Commission.

WISCONSIN PUBLIC FINANCE
PROFESSIONALS, LLC

By: Carol Ann Wirth
Carol Ann Wirth, President

CITY OF SHEBOYGAN

SHEBOYGAN WATER UTILITY COMMISSION

By: Daniel Hoffland
Title City Administrator
Date December 4, 2019

By: _____
Title _____
Date _____

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WISCONSIN PUBLIC FINANCE
PROFESSIONALS, LLC

By: Carol Ann Wirth
Carol Ann Wirth, President

CITY OF SHEBOYGAN

By _____

Title _____

Date _____

SHEBOYGAN WATER UTILITY COMMISSION

By [Signature]

Title SUPERINTENDENT

Date 12/4/19



WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
155 SOUTH EXECUTIVE DRIVE, SUITE 211
BROOKFIELD, WI 53005
414-434-9644
FAX: 414-226-2014

Federal Tax ID Number 26-2856945

To: City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Attn: Todd Wolf, City Administrator
Kaitlyn Krueger, Finance Director

FINAL INVOICE

Invoice Date: April 5, 2022

Re: Continuing Disclosure Material Event Notices Preparation and Filing

Services and Disbursements:

Event Filing – Financial Obligation (HUD Loan Guarantee Assistance) filed February 15, 2022
Failure to File Notice – Equity Lease Agreement (Enterprise FM Trust) filed February 15, 2022
Event Filing – Financial Obligation Equity Lease Agreement (Enterprise) filed February 15, 2022
Event Filing – Financial Obligation – Lease Purchase Agreement (Bell Bank) filed March 21, 2022

Total Due: \$750 Dissemination Agent Agreement dated December 4, 2019

If paying by check, please remit payment to:

****PLEASE NOTE NEW ADDRESS****

Wisconsin Public Finance Professionals, LLC
Attn: Carol Ann Wirth
155 South Executive Drive, Suite 211
Brookfield, WI 53005

If paying by wire:

Bank	Associated Bank, N.A. 200 N. Adams Street Green Bay, WI 54301
A.B.A.#:	075900575
Account Name:	Wisconsin Public Finance Professionals, LLC Account #2914885211

Questions, please contact:

Carol Ann Wirth cawirth@wipublicfinance.com (414) 434-9644

Thank you for the opportunity to be of service.