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CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*  
TUESDAY, FEBRUARY 7, AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of January 17, 2023.
- D. Hearings.
- E. Organizational.
- F. Letters and Petitions.
- G. Reports and Recommendations:
  - 1. Authorization to Release Funds to make the Following Police Department 2023 Approved Budget Purchases.
  - 2. Authorize Execution of Intergovernmental Cooperation Agreement with the City of Waukesha for Fiber Optic Cable Location and Use for the Fiber Internet Network Construction Project for the City of Franklin Municipal Business Operations and Authorize Staff to Proceed with the Bidding Phase of the Project.
  - 3. Authorize Execution of Memorandum of Understanding with the Franklin School District for the Fiber Internet Network Construction Project for the City of Franklin Municipal Business Operations and Authorize Staff to Proceed with the Bidding Phase of the Project.
  - 4. Authorize the 2023 Purchase of Rapid7 Security Information and Event Management (SIEM) and Security Operations Center (SOC) Managed Services for Criminal Justice Information Services (CJIS) Requirements.
  - 5. Authorize Request to Share Recreation Related GIS Layers for Asset Collection Project and Authorize Data Release Agreement for the Wisconsin Department of Tourism’s Office of Outdoor Recreation.
  - 6. An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budgets for the Sanitary Sewer Fund to Provide \$1,022,930.00 of Milwaukee Metropolitan Sewerage District Funds for Private Property Inflow and Infiltration Projects.

7. A Resolution Authorizing Clark Dietz, Inc. to Provide Private Property Inflow and Infiltration Investigative Work for Manufactured Home Communities at 6361 S. 27th Street (TKN 714-9993-004) and 6405 S. 27th Street (TKN 714-9994-001) in the Amount of \$50,240.
8. A Resolution Authorizing Clark Dietz, Inc. to Provide Professional Design Services for Private Property Sump Pump Discharge Lines in Three Neighborhoods in the Amount of \$226,440.
9. Reduce Staffing in City Budget Regarding Library Custodial Help.
10. Establish a Community Document Shredding Event on May 13, 2023 with Sericycle.
11. Authorize Contract with Clifton Larsen Allen to perform 2022, 2023, 2024 Financial Audit Services.
12. A Resolution to Amend Resolution 2023-7936, A Resolution to Authorize Amendment 7, to Task Order 5 to Ruckert & Mielke, Inc. for Feasibility of Storm Water Options for Elm Road Project for a Professional Fee of \$49,795 by increasing the Fee by \$760 to Accommodate Additional Insurance Requirements.
13. Moving Staffing and Budget for a .5 Secretarial Position from the Engineering Department to the Planning Department.
14. Restructuring of the Authorized Positions in the Finance Department.
15. A Resolution to Execute a Three-Year Service Agreement with Primadata, LLC and Bayside Printing, LLC for Printing and Mailing Utility Bills.
16. A Resolution Approving a Partial Property Tax Rescission for 2022 for TKN 744-1001-000.
17. A Resolution Approving a Partial Property Tax Rescission for 2022 for TKN 714-0003-002.
18. A Resolution Approving a Partial Property Tax Rescission and Refund for 2022 for TKN 934-0106-000.
19. A Resolution Approving a Partial Property Tax Rescission and Refund for 2022 for TKN 934-0016-000.
20. A Resolution Approving a Partial Property Tax Rescission and Refund for 2022 for TKN 934-0028-000.
21. A Resolution Approving a Partial Property Tax Rescission and Refund for 2022 for TKN 797-9998-000.
22. Recommendation from the Committee of the Whole Meeting of February 6, 2023:
  - (a) Fire Department Administration will Provide Information on Historic, Current, and Future Provision of Fire and EMS Services in Franklin, for Discussion and Future Decision-Making by the Common Council.
  - (b) Status update on the rewrite of the Unified Development Ordinance (UDO).
  - (c) An Ordinance to Repeal Chapter 165 of the Municipal Code and to Repeal and Recreate Chapter 129 of the Municipal Code and to Rename Chapter 129 From “Filling and Grading” to “Land Disturbing Construction Activities.”
  - (d) An Ordinance to Amend §207-21 of the Municipal Code regarding Special Assessments of Water Main Laterals.

Common Council Meeting Agenda

February 7, 2023

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- 23. Wisconsin State-Local Government Opioid Bankruptcy Memorandum of Understanding.
- 24. Request to Authorize Carry Forward of Unused 2022 Appropriations for Use in 2023 in the amount of \$10,000.
- 25. BPC County Land, LLC v. City of Franklin, Milwaukee County Circuit Court Case Nos. 2019-CV-8963 and 2021-CV-5581. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.
- 26. Common Council Consideration of Code of Conduct Complaints. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(f) considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits:

- 1. License Committee Meeting of January 19, 2023.
- 2. License Committee Meeting of February 7, 2023.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

\*Supporting documentation and details of these agenda items are available in the Common Council Meeting Packet on the City of Franklin website [www.franklinwi.gov](http://www.franklinwi.gov)

[Note Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services For additional information, contact the City Clerk’s office at (414) 425-7500 ]

REMINDERS:

February 9	Plan Commission	7:00 p.m.
February 20	Common Council Meeting	6:30 p.m.
February 21	Spring Primary	7:00 a.m.-8:00 p.m.
February 23	Plan Commission	7:00 p.m.
March 7	Common Council Meeting	6:30 p.m.
March 21	Plan Commission	7:00 p.m.

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CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
JANUARY 17, 2023  
MINUTES

- ROLL CALL                    A.        The regular meeting of the Franklin Common Council was held on January 17, 2023, and was called to order at 6:30 p.m. by Mayor Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Ed Holpfer, Alderwoman Michelle Eichmann, Alderwoman Kristen Wilhelm, Alderwoman Hanneman, Alderman Barber, and Alderman John R. Nelson. Also, in attendance were Dir. of Administration Peggy Steeno, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski, and City Clerk Karen Kastenson.
  
- CITIZEN COMMENT        B.1.     Citizen comment period was opened at 6:31 p.m. and was closed at 6:35 p.m.
  
- MINUTES  
JANUARY 3, 2023        C.        Alderman Barber moved to approve the minutes of the regular Common Council meeting of January 3, 2023, with correction to item G.7. the motion should have included "subject to legal and technical correction." Seconded by Alderman Nelson. All voted Aye; motion carried.
  
- RES. 2023-7931  
PROCLAMATION  
NAMING  
CONFERENCE ROOM  
TO LUTHER W.  
GRAEF, P.E.            G.1.     Alderman Nelson moved to adopt Resolution No. 2023-7931, A RESOLUTION NAMING THE CONFERENCE ROOM IN THE JOHN M. BENNETT, P.E. UTILITY OPERATIONS CENTER (5550 W. AIRWAYS AVENUE) THE "LUTHER W. GRAEF, P.E. CONFERENCE ROOM". Seconded by Holpfer. On a Roll, all voted Aye. Motion carried.
  
- MAYORAL  
ANNOUNCEMENT        B.2.     Mayor Olson presented a Proclamation Naming the Conference Room in the John M. Bennett, P.E. Utility Operations Center (5550 W. Airways Avenue) The "Luther W. Graef, P.E. Conference Room."
  
- HEARING: AMEND  
2025 FUTURE LAND  
USE MAP, WETLAND  
TREEHOUSE LLC,  
APPLICANT;  
RAWSON LOOMIS  
LLC, OWNER            D.        A public hearing was called to order on December 20<sup>th</sup> and held open until this meeting on a proposed Ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property located at 8301 West Old Loomis Road, from Commercial Use and Areas of Natural Resource Features Use to Mixed Use (Wetland Treehouse LLC, applicant; Rawson-Loomis LLC, property owner). The property which is the subject of this application bears TKN 755-9997-000, consisting of approximately 51.61 acres of land. The public hearing was closed at 6:44 p.m.
  
- ORGANIZATIONAL  
BUSINESS                E.        Alderman Barber moved to approve the following Mayoral Appointments:

TOURISM  
COMMISSION  
APPOINTMENTS

Tourism Commission:

1. Hotel/Motel Industry Member: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St., Aid. Dist. 2 - Tourism Commission for a 1-year term expiring 12/31/2023.
2. Shaun Marika, 7644 S. Mission Ct., Ald. Dist. 2 -Tourism Commission for a 1-year term expiring 12/31/2023.
3. Edward Holpfer, 8058 S. 77th Street, Aid. Dist. 1 - Tourism Commission for a 1-year term expiring 12/31/2023.
4. Mark Wylie, 7468 Carter Circle S., Ald. Dist. 5 - Tourism Commission for a 1-year term expiring 12/31/2023.
5. Jeffrey Kuderski, 7468 Carter Circle S., Ald. Dist. 5 - Tourism Commission for a 1-year term expiring 12/31/2023.

Seconded by Hanneman. On roll call, all voted aye. Motion carried.

ENVIRONMENTAL  
COMMISSION  
RECOMMENDATION  
FOR "NO MOW MAY"

- G.2. Alderwoman Wilhelm moved to have the Environmental Commission look at recommending landscaping with Wisconsin native species including options for trees and shrubs and bring those recommendations back to the Council, and review the native mowing practices on City lands. Seconded by Alderman Nelson. All voted Aye; motion carried.

FIRE DEPARTMENT  
FORD E-450 TYPE III  
AMBULANCE

- G.3. Alderwoman Wilhelm moved to authorize the Fire Department to purchase a Ford E-450 Type III Ambulance, with additional expenditure for Mobile Radio, and Various Hardware and Mounting Brackets, not to exceed \$286,000, as was appropriated in the Approved 2023 Equipment Replacement Fund. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

LEAGUE OF  
WISCONSIN  
MUNICIPALITIES  
MUTUAL INSURANCE

- G.4. No action was taken following a presentation of the League of Wisconsin Municipalities Mutual Insurance (LWMMI) by Matt Becker, CEO.

ORD. 2023-2525  
AMEND UDO  
PDD 8 TWIN OAKS OF  
TUCKAWAY –  
PROFESSIONAL  
SERVICES (DENNIS  
AND LORI SAUER,  
APPLICANTS)

- G.11. Alderman Holpfer moved to adopt Ordinance No. 2023-2525, AN ORDINANCE TO AMEND SECTION 15-3.0413 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 8 (TWIN OAKS OF TUCKAWAY) TO REVISE THE DISTRICT TO ADD PROFESSIONAL SERVICES AS A PERMITTED USE (DENNIS D. SAUER AND LORI J. SAUER, APPLICANTS) (GENERALLY AT 8482 SOUTH 76TH STREET). Seconded by Alderman Nelson. All voted Aye; motion carried.

POLICE SERGEANTS  
MAXIMUM ACCRUAL

- G.5. Alderman Holpfer moved to suspend the rules and let Sergeant Hintz speak to this item. Seconded by Alderwoman Hanneman. All voted

LEVEL

Aye; motion carried.

Alderman Nelson moved to approve the request to raise the maximum accrual level for compensatory time for the Police Sergeants from 110 hours to 200 hours to mirror the Police Union accrual level effective immediately. Seconded by Alderwoman Wilhelm. On a Roll Call, vote recorded as 3 ayes being Alderwoman Eichmann, Alderwoman Wilhelm, Alderman Nelson and 3 noes' being Alderman Holpfer, Alderwoman Hanneman and Alderman Barber. This motion fails due to lack of majority.

HEALTH DEPT.  
SANITARIAN  
POSITION

G.6. Alderwoman Hanneman moved to approve the Director of Health and Human Services to increase the .1 FTE Sanitarian position to a .4 FTE Sanitarian position beginning January 18, 2023 due to this position being fully funded by a Workforce Development Grant. Seconded by Alderman Barber. All voted Aye; motion carried.

MEMORANDUM OF  
UNDERSTANDING  
WITH WEST ALLIS  
HEALTH FOR WIC  
PROGRAM

G.7. Alderman Barber moved to authorize The Director of Health and Human Services to sign and continue the Memorandum of Understanding with the West Allis Health Department to provide screening and consultation services for Franklin residents enrolled in the Women, Infants and Children (WIC) program. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

2022 HEALTH DEPT.  
ANNUAL REPORT

G.8. Alderman Barber moved to accept and place on file the 2022 Franklin Health Department Annual Report. Seconded by Alderman Nelson. All voted Aye; motion carried.

RESCHEDULING OF  
COMMON COUNCIL  
MEETING

G.9. Alderwoman Eichmann moved to reschedule the Common Council meeting of July 4, 2023 to July 5, 2023 due to the meeting falling on the Fourth of July and City offices being closed for the holiday. Seconded by Alderman Nelson. All voted Aye; motion carried.

SHREDDING EVENT  
ON MAY 13, 2023

G.10. Alderwoman Wilhelm moved to direct Staff to coordinate a Shredding Event with Stericycle on May 13, 2023 for \$2,400 plus Staff overtime and other expenses. Seconded by Alderwoman Eichmann. All voted Aye; motion carried. Alderwoman Wilhelm withdrew the original motion and Alderwoman Eichmann withdrew the second to the motion.

Alderwoman Wilhelm moved to have staff look into other contractors and send the standard form City Terms Services Contract to them and the current contractor and make sure all concerns of liability are addressed and bring back to the Council at its next meeting on February 7, 2023. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- 2023 LOCAL STREET IMPROVEMENT PROGRAM      G.12.      Alderman Holpfer moved to authorize Staff to advertise for bids for contracts of the 2023 Local Street Improvement Program including the library parking lot as an alternate bid option. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- W. MINNESOTA AVE. AND S. 50<sup>TH</sup> ST. WATER MAIN EXTENSION PROJECT WITH WILLKOMM EXCAVATING AND GRADING, INC.      G.13.      Alderwoman Wilhelm moved to approve the substitution of alternative insurance coverage provision in the contract for the W. Minnesota Avenue and S. 50 Street Water Main Extension project with Welkom Excavating and Grading, Inc. Seconded by Alderman Nelson. All voted Aye; motion carried.
- RES. 2023-7932 TEMPORARY EASEMENT AT POLICE DEPT. FOR WI DOT ON LOOMIS RD.      G.14.      Alderman Holpfer moved to adopt Resolution No. 2023-7932, A RESOLUTION TO SIGN A WAIVER OF APPRAISAL FOR A TEMPORARY LIMITED EASEMENT IN FRONT OF THE FRANKLIN POLICE DEPARTMENT (9455 W. LOOMIS ROAD) (TKN 801-9999-001) FOR A WISCONSIN DEPARTMENT OF TRANSPORTATION PROJECT ON W. LOOMIS ROAD (STH 36) FROM STH 100 TO S. 51ST STREET. Attorney Wesolowski stated for the record with the agreement of the City Engineer consent to this particular temporary easement and waiver of appraisal subject matter is due to the specific facts hereof. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2023-7933 DEVELOPMENT AGREEMENT WITH SUBDIVIDER OF PLEASANT VIEW RESERVE      G.15.      Alderwoman Wilhelm moved to adopt Resolution No. 2023-7933, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT WITH THE SUBDIVIDER OF PLEASANT VIEW RESERVE SUBDIVISION PHASE II-A, LOCATED AT W. MARQUETTE AVENUE AND S. 49TH COURT and to bring back Resolution 2021-7763 for clarification and any revisions for consistency as necessary. Seconded by Alderman Nelson. All voted Aye; motion carried.
- RES. 2023-7934 TARGET PARKING PICK-UP SIGNS AT 7800 S. LOVERS LANE      G.16.      Alderwoman Eichmann moved to adopt Resolution No. 2023-7934, A RESOLUTION AUTHORIZING THE INSTALLATION OF THE TARGET PARKING PICK-UP SIGNS WITHIN THE 20-FOOT PUBLIC WATERMAIN EASEMENT UPON LOT 2 OF THE CSM NO. 8000, 7800 S. LOVERS LANE ROAD, TKN 794-9999-004, (TLC SIGN, APPLICANT). Seconded by Alderman Holpfer. All voted Aye; motion carried.
- RES. 2023-7935 AMEND RES. 2022-      G.17.      Alderwoman Hanneman moved to adopt Resolution No. 2023-7935 , A RESOLUTION TO AMEND RESOLUTION NO. 2022-7815, A



7815-SPECIAL USE  
FOR FOOD  
PROCESSING  
OPERATION AT W.  
OAKWOOD RD. AND  
S. 27TH ST. (SAPUTO  
CHEESE USA, INC.  
APPLICANT)

RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE TO ALLOW A 310,485 SQUARE FOOT "OFFICE/LIGHT INDUSTRIAL FLEX SPACE" TO DEVELOP A FOOD PROCESSING OPERATION, INCLUDING THE PROVISION OF MATERIALS DELIVERY, PROCESSING, PACKAGING AND DISTRIBUTION OF FOOD PRODUCTS, WITH SUPPORTING OFFICE AND EMPLOYEE WELFARE FACILITIES UPON PROPERTY LOCATED ON THE EASTERN HALF OF THE PARCEL AT THE INTERSECTION OF WEST OAKWOOD ROAD AND SOUTH 27TH STREET (LOT 2 OF CERTIFIED SURVEY MAP NO. 9362) (BY SAPUTO CHEESE USA INC., APPLICANT, HSA COMMERCIAL, INC., D/B/A HSA COMMERCIAL REAL ESTATE, PROPERTY OWNER), TO EXTEND THE TIME FOR COMMENCEMENT OF THE SPECIAL USE DEVELOPMENT. Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2023-7936  
AMENDMENT 6 TO  
RUEKERT & MIELKE,  
INC. FOR S. HICKORY  
ST. CONSTRUCTION

G.18. Alderwoman Hanneman moved to adopt Resolution No. 2023-7936, A RESOLUTION TO AUTHORIZE AMENDMENT 7, TO TASK ORDER 5 TO RUEKERT & MIELKE, INC. FOR FEASIBILITY OF STORM WATER OPTIONS FOR ELM ROAD PROJECT FOR A PROFESSIONAL FEE OF \$49,795 subject to technical corrections by the City Engineer. Seconded by Alderman Barber. All voted Aye; motion carried.

ORD. 2023-2526  
AMEND CODE § 222-  
3.B. DRIVEWAY FEES

G.19. Alderwoman Wilhelm moved to adopt Ordinance No. 2023-2526, AN ORDINANCE TO AMEND THE MUNICIPAL CODE SECTION 222-3.B. "FEES" TO REMOVE CONFLICTING FEE FOR DRIVEWAYS with technical corrections by City Engineer. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

ORD. 2023-2527  
AMEND CODE § 245-3.  
B. STOP SIGNS AT W.  
HILLTOP LANE AND  
42<sup>ND</sup> ST.

G.20. Alderwoman Hanneman moved to adopt Ordinance No. 2023-2527, AN ORDINANCE TO AMEND THE MUNICIPAL CODE SECTION 245-3. B. STOPS REQUIRED TO ADD TWO STOP SIGNS ON EASTBOUND AND WESTBOUND LEGS OF W. HILLTOP LANE AT THE INTERSECTION OF S. 42ND STREET. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

UNUSED 2022  
APPROPRIATIONS  
FOR USE IN 2023  
BUDGET

G.21. Alderman Barber moved to authorize the carry forward of unused 2022 appropriations, for use in 2023, in the amount of \$2,917,899, and direct staff to prepare a 2023 Budget modification for the same, for Council consideration. Seconded by Alderwoman Hanneman. On a Roll Call, all voted Aye. Motion carried.

2022 NEW HOUSING  
FEE REPORT

G.22. Alderman Nelson moved to receive and place the New Housing Fee Report for 2022 on file. Seconded by Alderman Barber. All voted Aye; motion carried.

- TAX ASSESSMENT AGREEMENT (TID NO. 6) FROM STRAUSS INVESTMENTS, LLC TO CELLCO PARTNERSHIP
- G.23. Alderman Barber moved to consent to the assignment of the Tax Assessment Agreement from Strauss Investments, LLC to Cellco Partnership, doing business as Verizon Wireless, and to authorize the Mayor and City Clerk to execute and deliver the Assignment and Assumption of Tax Assessment Agreement. Seconded by Alderman Nelson. All voted Aye; motion carried.
- VOUCHERS AND PAYROLL
- I. Alderman Barber moved to approve City vouchers with an ending date of January 12, 2023, in the amount of \$ 3,254,064.76 and Property Tax disbursements with an ending date of January 12, 2023 in the amount of \$ 45,492,725.86 and payroll dated January 13, 2023 in the amount of \$ 502,337.35 and payments of the various payroll deductions in the amount of \$ 294,916.44, plus City matching payments and estimated payroll dated January 27, 2023 in the amount of \$ 460,000 and payments of the various payroll deductions in the amount of \$ 475,000, plus City matching payments and approval to release payment to American Power Equipment in the amount of \$ 3,325.39 and approval to release payment to Varitech Industries in the amount of \$ 19,980.00. Seconded by Alderwoman Hanneman. On roll call, all voted Aye. Motion carried.
- CLOSED SESSION BPC COUNTY LAND, LLC V. CITY OF FRANKLIN
- G.27 Alderman Holpfer moved to enter closed session at 8:35 p.m. pursuant to Wis. Stats. §19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, *BPC County Land, LLC v City of Franklin*, Milwaukee County Circuit Court Case Nos. 2019-CV008963 and 2021-CV-005581, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. On roll call; all voted Aye. Motion carried.
- Upon reentering open session at 9:15 p.m., Alderman Holpfer moved to direct staff to proceed as directed in closed session. Seconded by Nelson. All voted Aye; motion carried.
- CLOSED SESSION FRANKLIN COMMUNITY ADVOCATES, ET AL. V. CITY OF FRANKLIN AND STRAUSS BRANDS, LLC
- G.24. Alderman Barber moved to enter closed session at 9:17 p.m. pursuant to Wis. Stats. §19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, *Franklin Community Advocates, et al v City of Franklin, and Strauss Brands, LLC*, Milwaukee County Circuit Court, Case No. 20-CV-7031, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Hanneman. On roll call; all voted Aye. Motion carried.

Upon reentering open session at 9:35 p.m., Alderman Barber moved to direct staff and legal counsel to proceed as directed in closed session accept the withdrawal of the special use application under current facts and circumstances. Seconded by Alderwoman Hanneman. On a roll call; all voted Aye. Motion carried.

CLOSED SESSION  
FRANKLIN  
COMMUNITY  
ADVOCATES, ET AL.  
V. CITY OF  
FRANKLIN

- G.25. Alderman Holpfer moved to enter closed session at 9:38 p.m. pursuant to Wis. Stats. §19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, *Franklin Community Advocates, et al v City of Franklin*, Milwaukee County Circuit Court, Case No. 22-CV-523, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. On roll call; all voted Aye. Motion carried.

Upon reentering open session at 9:53 p.m., no action was taken.


CLOSED SESSION  
TID NO. 8  
SAPUTO CHEESE

- G.26. No action taken.

ADJOURNMENT

- J. Alderman Barber moved to adjourn the meeting of the Common Council at 9:54 p.m. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

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<p style="text-align: center;"><b>APPROVAL</b></p> 	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>2/07/2023</b></p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Authorization to release funds to make the following Police Department 2023 approved Budget purchases.</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">B. 1.</p>

The following items were approved for purchase during the 2023 Police Department Budget process.

**CAPITAL OUTLAY**

Auto Equipment (41-0211-5811)

- **Squads** (replacement) - \$239,500  
Attached are quotes from multiple vendors; Ewald Automotive Group (Hiller Ford will match quote) for the per unit (squad) cost of \$46,109, with total cost of \$184,436; General Fire (4 separate quotes) for equipment and squad set up of each squad car totaling \$29,441.08; Maaco for refinishing the squad doors white, per squad cost \$600, with a total cost of \$2,400; Hoopster Performance Graphics for squad graphics, per unit \$485, with a total cost of \$1,940. Wisconsin DMV registration per unit cost \$169.50, with a total cost of \$678. The total cost of squad replacement is \$218,895.08.  
\$239,500 is budgeted in the 2023 Police Capital Outlay – Auto Equipment Budget (41-0211-5811) for these items. \*\*\* It is anticipated that the price of squads may increase significantly by the time Ford takes orders for squads later this year, we are hopeful that the remaining funds will cover any such increases. \*\*\*

Equipment (41-0211-5819)

- **WatchGuard Squad Video Systems** - \$28,267  
Attached is a quote from Watch Guard Video for the cost of \$5,345.00 per unit and includes a 1-year warranty. We will be purchasing 4 units for a total of \$21,380.  
\$28,267 is budgeted in the 2023 Police Capital Outlay - Equipment Budget (41-0211-5819) for these items.

## OPERATING BUDGET

### Sundry Contractors (01-0211-5299)

- **FLOCK Fixed ALPR Cameras** - \$28,200

Attached are quotes from Flock Group Inc. for 5 Fixed ALPR cameras, the per unit cost is \$2,500, per year (this is a two-year agreement). Additionally, there is a \$350 per unit installation fee, total installation cost of \$1,750. The total cost for this two-year agreement for 5 APLR fixed cameras is \$26,750.

\$28,200 is budgeted in the 2023 Police Operating - Sundry Contractors (01-0211-5299) for these items.

### Office Supplies (01-0211-5312)

- **Squad Tablets** (Replacement) - \$29,030

Attached are quotes from Patrol PC (Advanced Electronic Design Inc) for the total cost of \$28,239.08, which includes 4 of each of the following: Rhino Tab tablets, docking stations, ethernet expansion cards, wireless routers and antennas (for the routers) and printers, which includes 4 years of support/maintenance of the tablets and 3 years of support maintenance on the docking stations. The total cost of the items to complete the tablet replacement project is \$28,239.08.

\$29,030 is budgeted in the 2023 Police Operating – Office Supplies Budget (01-0211-5312) for these items.

## COUNCIL ACTION REQUESTED

Motion to approve the purchase of the above listed Police Department 2023 Capital & Operating Budget items.

# Squad Replacement Quotes



# Ewald Automotive Group

Chrissy Gensch | 262-673-9400 | chrissy.gensch@ewaldauto.com

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD ( / Complete )

## Quote Worksheet

# HILLER FORD IS MATCHING THIS QUOTE. SQUADS ARE ORDERED FROM HILLER.

Base Price		MSRP	\$41,110.00
Dest Charge			\$1,495.00
Total Options			\$7,090.00
		<b>Subtotal</b>	<b>\$49,695.00</b>
		<b>Subtotal Pre-Tax Adjustments</b>	<b>\$0.00</b>
Less Customer Discount			(\$3,586.00)
		<b>Subtotal Discount</b>	<b>(\$3,586.00)</b>
Trade-In			\$0.00
		<b>Subtotal Trade-In</b>	<b>\$0.00</b>
		<b>Taxable Price</b>	<b>\$46,109.00</b>
Sales Tax			\$0.00
		<b>Subtotal Taxes</b>	<b>\$0.00</b>
		<b>Subtotal Post-Tax Adjustments</b>	<b>\$0.00</b>
		<b>Total Sales Price</b>	<b>\$46,109.00</b>

### Comments:

2023 Ford Utility Interceptor to the specifications as detailed Registration fees are not included Due to current market, lead time can not be guaranteed

Production is scheduled to begin 11/7/22

\_\_\_\_\_  
Dealer Signature / Date

\_\_\_\_\_  
Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region Performance figures are guidelines only, and actual performance may vary Photos may not represent actual vehicles or exact configurations Content based on report preparer's input is subject to the accuracy of the input provided  
Data Version 17202 Data Updated Aug 14 2022 6 54 00 PM PDT



**General Fire Equipment Co., Inc**

975 North Hawley Rd  
Milwaukee, WI 53213

**Bid Expiration Date 12/31/22**

**Required Date 06/08/22**

**Phone: 414/475-0959**

**Bill To:**

Franklin Police Dept.  
9455 W. Loomis Road  
Franklin, WI 53132

**Ship To:**

Franklin Police Dept.  
9455 W. Loomis Road  
Franklin, WI 53132

**THIS IS A BID/ESTIMATE**

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No
FRAN02	Install	Origin	Net 25 Days	2023 Budget	BW03	
Qty. Ordered	Qty. Shipped	Item Number	Unit of Measure	Unit Price		Extended Price
	Back Ordered	Item Description (Customer Part No.)		Discount %	Tax	
1	0	<b>SQD 115</b> Squad 100 2023 Marked PI Utility (2020 PI Utility) ALPR/Star		0.00	N	0.00
2	0	<b>SOUETSS100J</b> Sound-Off 100 Watt Composite Face Sealed Speaker		187.50	N	375.00
1	0	<b>SET-PBTK</b> Setina Push Bumper Transfer Kit		289.00	N	289.00
1	0	<b>UNIX218016-0002</b> Unity 6" LED Xtreme Post Mount Spotlight assy w/ Black Head		334.00	N	334.00
1	0	<b>MISC</b> special instructions Instal USB charging port on top hole in console install 2 cig plugs in the PS of console Ford USB on top rail CS Hint mount for patrol PC CS Patrol PC headrest Printer		0.00	N	0.00
1	0	<b>INS-MISC</b> White LED High powered back up lights		40.00	N	40.00
1	0	<b>SOUENGLNK00-</b> Sound-Off OBD2 Interface Module for Blue Print Options (-02)		325.80	N	325.80
1	0	<b>SOUENGSYMD01</b> Sound-Off Blue Print Vehicle Sync System w/ Antenna		252.00	N	252.00

**Order Number B20292**

**Order Date 06/08/22**

**General Fire Equipment Co., Inc**

975 North Hawley Rd  
Milwaukee, WI 53213

**Bid Expiration Date 12/31/22**

**Required Date 06/08/22**

**Phone: 414/475-0959**

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Franklin, WI 53132

**THIS IS A BID/ESTIMATE**

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.
FRAN02	Install	Origin	Net 25 Days	2023 Budget	BW03	
Qty. Ordered	Qty. Shipped	Item Number	Unit of Measure	Unit Price		Extended Price
	Back Ordered	Item Description (Customer Part No.)		Discount %	Tax	
1	0	<b>911-CH27.GFEBPA</b> Custom Blue Print Harness Assy w/ Power Distribution		1225.00	N	1225.00
1	0	<b>INS-B1006</b> Right Angle Brkt for Under Hood Mount for Blue Print, PIU		24.00	N	24.00
1	0	<b>INS-USB-15</b> USB Cable 10', Male X Female(mini)		19.00	N	19.00
1	0	<b>INS-LB3692</b> Brother 12vdc hardwire printer power cable		42.00	N	42.00
2	0	<b>MOT-BMFFME</b> 17' Antenna Cable assy, NMO mount & FME (FM)		30.00	N	60.00
2	0	<b>MOT-RFE-6105</b> FME (M) X MU (M) Adapter		15.00	N	30.00
2	0	<b>MOT-MMGSK</b> Antenna Base Gasket		1.75	N	3.50
1	0	<b>WIRCB-150-R</b> 150Amp Manual Reset Circuit Breaker (UNDER HOOD MOUNT)		49.99	N	49.99
1	0	<b>INS-BATTERY</b> High amperage battery, 27 AHR		105.00	N	105.00
1	0	<b>INS-BB</b> Right Angle battery Hold Down Bracket, Powder Coated		35.00	N	35.00

**General Fire Equipment Co., Inc**

975 North Hawley Rd  
Milwaukee, WI 53213

**Bid Expiration Date 12/31/22**

Required Date 06/08/22

**Phone: 414/475-0959**

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Franklin, WI 53132

**THIS IS A BID/ESTIMATE**

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.
FRAN02	Install	Origin	Net 25 Days	2023 Budget	BW03	
Qty. Ordered	Qty. Shipped	Item Number	Unit of Measure	Unit Price	Extended Price	
	Back Ordered	Item Description (Customer Part No.)		Discount %	Tax	
1	0	<b>INS-R75A</b> 60amp Heavy Duty Relay, Solid State w/ Heat Sink		62.98	N	62.98
3	0	<b>DEL-FHW</b> Waterproof in line fuse holder		6.00	N	18.00
4	0	<b>DEL-SLRR</b> Lighted Round Rocker Switch		5.00	N	20.00
1	0	<b>001</b> Labor Charges For Proper removal of equip from old squad		350.00	N	350.00
1	0	<b>001</b> Labor Charges For Installation Of Equipment Into Squad Vehicle has additional ALPR system		3700.00	N	3700.00
Shipping Subtotal						75.00
Non Taxable Subtotal						7360.27
Taxable Subtotal						0.00
Tax						0.00
<b>Total Order</b>						<b>7435.27</b>

# General Fire Equipment Co., Inc

975 North Hawley Rd  
Milwaukee, WI 53213

Phone: 414/475-0959

Order Number B20291

Order Date 06/08/22

Bid Expiration Date 12/31/22

Required Date 06/08/22

**Bill To:**

Franklin Police Dept.  
9455 W. Loomis Road  
Franklin, WI 53132

**Ship To:**

Franklin Police Dept.  
9455 W Loomis Road  
Franklin, WI 53132

**THIS IS A BID/ESTIMATE**

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.
FRAN02	Install	Origin	Net 25 Days	2023 Budget	BW03	
Qty. Ordered	Qty. Shipped	Item Number	Unit of Measure	Unit Price		Extended Price
	Back Ordered	Item Description (Customer Part No.)		Discount %	Tax	
1	0	<b>SQD</b> Squad 119 2023 Marked PI Utility (2020 PI Utility) ALPR/Star		0.00	N	0.00
2	0	<b>SOUETSS100J</b> Sound-Off 100 Watt Composite Face Sealed Speaker		187.50	N	375.00
1	0	<b>SET-PBTK</b> Setina Push Bumper Transfer Kit		289.00	N	289.00
1	0	<b>UNIX218016-0002</b> Unity 6" LED Xtreme Post Mount Spotlight assy w/ Black Head		334.00	N	334.00
1	0	<b>MISC</b> special instructions Instal USB charging port on top hole in console install 2 cig plugs in the PS of console Ford USB on top rail CS Hint mount for patrol PC CS Patrol PC headrest Printer		0.00	N	0.00
1	0	<b>INS-MISC</b> White LED High powered back up lights		40.00	N	40.00
1	0	<b>SOUENGLNK00-</b> Sound-Off OBD2 Interface Module for Blue Print Options (-02)		325.80	N	325.80
1	0	<b>SOUENGSYMD01</b> Sound-Off Blue Print Vehicle Sync System w/ Antenna		252.00	N	252.00

**General Fire Equipment Co., Inc**

975 North Hawley Rd  
Milwaukee, WI 53213

**Bid Expiration Date 12/31/22**

Required Date 06/08/22

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Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.
FRAN02	Install	Origin	Net 25 Days	2023 Budget	BW03	
Qty. Ordered	Qty. Shipped	Item Number	Unit of Measure	Unit Price	Extended Price	
	Back Ordered	Item Description (Customer Part No.)		Discount %	Tax	
1	0	<b>911-CH27.GFEBPA</b> Custom Blue Print Harness Assy w/ Power Distribution		1225.00	N	1225.00
1	0	<b>INS-B1006</b> Right Angle Brkt for Under Hood Mount for Blue Print, PIU		24.00	N	24.00
1	0	<b>INS-USB-15</b> USB Cable 10', Male X Female(mini)		19.00	N	19.00
1	0	<b>INS-LB3692</b> Brother 12vdc hardwire printer power cable		42.00	N	42.00
2	0	<b>MOT-BMFFME</b> 17' Antenna Cable assy, NMO mount & FME (FM)		30.00	N	60.00
2	0	<b>MOT-RFE-6105</b> FME (M) X MU (M) Adapter		15.00	N	30.00
2	0	<b>MOT-MMGSK</b> Antenna Base Gasket		1.75	N	3.50
1	0	<b>WIRCB-150-R</b> 150Amp Manual Reset Circuit Breaker (UNDER HOOD MOUNT)		49.99	N	49.99
1	0	<b>INS-BATTERY</b> High amperage battery, 27 AHR		105.00	N	105.00
1	0	<b>INS-BB</b> Right Angle battery Hold Down Bracket, Powder Coated		35.00	N	35.00

**General Fire Equipment Co., Inc**

975 North Hawley Rd  
Milwaukee, WI 53213

**Bid Expiration Date 12/31/22**

Required Date 06/08/22

**Phone: 414/475-0959**

**Bill To:**

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Franklin, WI 53132

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Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.
FRAN02	Install	Origin	Net 25 Days	2023 Budget	BW03	
Qty. Ordered	Qty. Shipped	Item Number	Unit of Measure	Unit Price		Extended Price
	Back Ordered	Item Description (Customer Part No.)		Discount %	Tax	
1	0	<b>INS-R75A</b> 60amp Heavy Duty Relay, Solid State w/ Heat Sink		62.98	N	62.98
3	0	<b>DEL-FHW</b> Waterproof in line fuse holder		6.00	N	18.00
4	0	<b>DEL-SLRR</b> Lighted Round Rocker Switch		5.00	N	20.00
1	0	<b>001</b> Labor Charges For Proper removal of equip from old squad		350.00	N	350.00
1	0	<b>001</b> Labor Charges For Installation Of Equipment Into Squad Vehicle has additional ALPR system		3700.00	N	3700.00
				Shipping Subtotal		75.00
				Non Taxable Subtotal		7360.27
				Taxable Subtotal		0.00
				Tax		0.00
				<b>Total Order</b>		<b>7435.27</b>

# General Fire Equipment Co., Inc

975 North Hawley Rd  
Milwaukee, WI 53213

Phone: 414/475-0959

Order Number **B20293**

Order Date 06/08/22

Bid Expiration Date 12/31/22

Required Date 06/08/22

**Bill To:**

Franklin Police Dept  
9455 W. Loomis Road  
Franklin, WI 53132

**Ship To:**

Franklin Police Dept.  
9455 W. Loomis Road  
Franklin, WI 53132

**THIS IS A BID/ESTIMATE**

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.
FRAN02	Install	Origin	Net 25 Days	2023 Budget	BW03	
Qty. Ordered	Qty. Shipped	Item Number	Unit of Measure	Unit Price		Extended Price
	Back Ordered	Item Description (Customer Part No.)		Discount %	Tax	
1	0	<b>SQD</b> Squad 125 2023 Marked PI Utility (2020 PI Utility) ALPR/Star		0.00	N	0.00
2	0	<b>SOUETSS100J</b> Sound-Off 100 Watt Composite Face Sealed Speaker		187.50	N	375.00
1	0	<b>SET-PBTK</b> Setina Push Bumper Transfer Kit		289.00	N	289.00
1	0	<b>UNIX218016-0002</b> Unity 6" LED Xtreme Post Mount Spotlight assy w/ Black Head		334.00	N	334.00
1	0	<b>MISC</b> special instructions Instal USB charging port on top hole in console install 2 cig plugs in the PS of console Ford USB on top rail CS Hint mount for patrol PC CS Patrol PC headrest Printer		0.00	N	0.00
1	0	<b>INS-MISC</b> White LED High powered back up lights		40.00	N	40.00
1	0	<b>SOUENGLNK00-</b> Sound-Off OBD2 Interface Module for Blue Print Options (-02)		325.80	N	325.80
1	0	<b>SOUENGSYMD01</b> Sound-Off Blue Print Vehicle Sync System w/ Antenna		252.00	N	252.00

**General Fire Equipment Co., Inc**

975 North Hawley Rd  
Milwaukee, WI 53213

**Bid Expiration Date 12/31/22**

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**Phone: 414/475-0959**

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FRAN02	Install	Origin	Net 25 Days	2023 Budget	BW03	
Qty. Ordered	Qty. Shipped	Item Number	Unit of Measure	Unit Price	Extended Price	
	Back Ordered	Item Description (Customer Part No.)		Discount %	Tax	
1	0	<b>911-CH27.GFEBPA</b> Custom Blue Print Harness Assy w/ Power Distribution		1225.00	N	1225.00
1	0	<b>INS-B1006</b> Right Angle Brkt for Under Hood Mount for Blue Print, PIU		24.00	N	24.00
1	0	<b>INS-USB-15</b> USB Cable 10', Male X Female(mini)		19.00	N	19.00
1	0	<b>INS-LB3692</b> Brother 12vdc hardwire printer power cable		42.00	N	42.00
2	0	<b>MOT-BMFFME</b> 17' Antenna Cable assy, NMO mount & FME (FM)		30.00	N	60.00
2	0	<b>MOT-RFE-6105</b> FME (M) X MU (M) Adapter		15.00	N	30.00
2	0	<b>MOT-MMGSK</b> Antenna Base Gasket		1.75	N	3.50
1	0	<b>WIRCB-150-R</b> 150Amp Manual Reset Circuit Breaker (UNDER HOOD MOUNT)		49.99	N	49.99
1	0	<b>INS-BATTERY</b> High amperage battery, 27 AHR		105.00	N	105.00
1	0	<b>INS-BB</b> Right Angle battery Hold Down Bracket, Powder Coated		35.00	N	35.00



**Order Number B20293**

**Order Date 06/08/22**

**General Fire Equipment Co., Inc**

975 North Hawley Rd  
Milwaukee, WI 53213

**Bid Expiration Date 12/31/22**

**Required Date 06/08/22**

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Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.
FRAN02	Install	Origin	Net 25 Days	2023 Budget	BW03	
Qty. Ordered	Qty. Shipped	Item Number	Unit of Measure	Unit Price		Extended Price
	Back Ordered	Item Description (Customer Part No.)		Discount %	Tax	
1	0	<b>INS-R75A</b> 60amp Heavy Duty Relay, Solid State w/ Heat Sink		62.98	N	62.98
3	0	<b>DEL-FHW</b> Waterproof in line fuse holder		6.00	N	18.00
4	0	<b>DEL-SLRR</b> Lighted Round Rocker Switch		5.00	N	20.00
1	0	<b>001</b> Labor Charges For Proper removal of equip from old squad		350.00	N	350.00
1	0	<b>001</b> Labor Charges For Installation Of Equipment Into Squad Vehicle has additional ALPR system		3700.00	N	3700.00
				Shipping Subtotal		75.00
				Non Taxable Subtotal		7360.27
				Taxable Subtotal		0.00
				Tax		0.00
				<b>Total Order</b>		<b>7435.27</b>

**General Fire Equipment Co., Inc**

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Milwaukee, WI 53213

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Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.
FRAN02	Install	Origin	Net 25 Days	2023 Budget	BW03	
Qty. Ordered	Qty. Shipped	Item Number	Unit of Measure	Unit Price	Extended Price	
	Back Ordered	Item Description (Customer Part No.)		Discount %	Tax	
1	0	<b>SQD</b> Squad 126 2023 Marked PI Utility (2020 PI Utility) ALPR		0.00 N		0.00
2	0	<b>SOUETSS100J</b> Sound-Off 100 Watt Composite Face Sealed Speaker		187.50 N		375.00
1	0	<b>SET-PBTK</b> Setina Push Bumper Transfer Kit		289.00 N		289.00
1	0	<b>UNIX218016-0002</b> Unity 6" LED Xtreme Post Mount Spotlight assy w/ Black Head		334.00 N		334.00
1	0	<b>MISC</b> special instructions Instal USB charging port on top hole in console install 2 cig plugs in the PS of console Ford USB on top rail CS Hint mount for patrol PC CS Patrol PC headrest Printer		0.00 N		0.00
1	0	<b>INS-MISC</b> White LED High powered back up lights		40.00 N		40.00
1	0	<b>SOUENGLNK00-</b> Sound-Off OBD2 Interface Module for Blue Print Options (-02)		325.80 N		325.80
1	0	<b>SOUENGSYMD01</b> Sound-Off Blue Print Vehicle Sync System w/ Antenna		252.00 N		252.00

**General Fire Equipment Co., Inc**

975 North Hawley Rd  
Milwaukee, WI 53213

**Bid Expiration Date 12/31/22**

Required Date 06/08/22

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Franklin, WI 53132

**Ship To:**

Franklin Police Dept.  
9455 W. Loomis Road  
Franklin, WI 53132

**THIS IS A BID/ESTIMATE**

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.
FRAN02	Install	Origin	Net 25 Days	2023 Budget	BW03	
Qty. Ordered	Qty. Shipped Back Ordered	Item Number	Unit of Measure	Unit Price		Extended Price
		Item Description (Customer Part No.)		Discount %	Tax	
1	0	<b>911-CH27.GFEBPA</b>		1225.00		1225.00
		Custom Blue Print Harness Assy w/ Power Distribution		N		
1	0	<b>INS-B1006</b>		24.00		24.00
		Right Angle Brkt for Under Hood Mount for Blue Print, PIU		N		
1	0	<b>INS-USB-15</b>		19.00		19.00
		USB Cable 10', Male X Female(mini)		N		
1	0	<b>INS-LB3692</b>		42.00		42.00
		Brother 12vdc hardwire printer power cable		N		
2	0	<b>MOT-BMFFME</b>		30.00		60.00
		17' Antenna Cable assy, NMO mount & FME (FM)		N		
2	0	<b>MOT-RFE-6105</b>		15.00		30.00
		FME (M) X MU (M) Adapter		N		
2	0	<b>MOT-MMGSK</b>		1.75		3.50
		Antenna Base Gasket		N		
1	0	<b>WIRCB-150-R</b>		49.99		49.99
		150Amp Manual Reset Circuit Breaker (UNDER HOOD MOUNT)		N		
1	0	<b>INS-BATTERY</b>		105.00		105.00
		High amperage battery, 27 AHR		N		
1	0	<b>INS-BB</b>		35.00		35.00
		Right Angle battery Hold Down Bracket, Powder Coated		N		

**Order Number B20294**

**Order Date 06/08/22**

**General Fire Equipment Co., Inc**

975 North Hawley Rd  
Milwaukee, WI 53213

**Bid Expiration Date 12/31/22**

Required Date 06/08/22

**Phone: 414/475-0959**

**Bill To:**

Franklin Police Dept.  
9455 W. Loomis Road  
Franklin, WI 53132

**Ship To:**

Franklin Police Dept.  
9455 W. Loomis Road  
Franklin, WI 53132

**THIS IS A BID/ESTIMATE**

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.
FRAN02	Install	Origin	Net 25 Days	2023 Budget	BW03	
Qty. Ordered	Qty. Shipped	Item Number	Unit of Measure	Unit Price		Extended Price
	Back Ordered	Item Description (Customer Part No.)		Discount %	Tax	
1	0	<b>INS-R75A</b> 60amp Heavy Duty Relay, Solid State w/ Heat Sink		62.98	N	62.98
3	0	<b>DEL-FHW</b> Waterproof in line fuse holder		6.00	N	18.00
4	0	<b>DEL-SLRR</b> Lighted Round Rocker Switch		5.00	N	20.00
1	0	<b>001</b> Labor Charges For Proper removal of equip from old squad		350.00	N	350.00
1	0	<b>001</b> Labor Charges For Installation Of Equipment Into Squad Vehicle has additional ALPR system		3400.00	N	3400.00
				Shipping Subtotal		75.00
				Non Taxable Subtotal		7060.27
				Taxable Subtotal		0.00
				Tax		0.00
				<b>Total Order</b>		<b>7135.27</b>

Parts

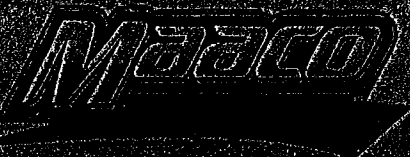
# Franklin Police Department

# 123

107934  
SPOT

Ordered	Received	Completed

## 2023 FORD EXPLORER BLACK



Estimate: Jett@maaco

Body Tech

Paint Tech

Estimate#: 01/23/2023

Date: 01/26/2023

Estimate#: 107934

#MAACOMER www.maaco.com  
 49-419987  
 Store # MP050  
 2775 S 163rd St  
 New Berlin, WI 53151  
 Phone: (262) 784-9540  
 Fax: (262) 784-4193

Franklin Police Department

2023 Ford Explorer Police Unit Dept 461

0265 Wilcoxon Rd

Use:

VIN: 1FMRK0AW2NAP224

Color: Black

Franklin, WI 53151

Mileage:

Phone 1 (262) 436-2522

Paint Color: White

Phone 2 (262) 659-2378

Phone 3

Email

## Final Invoice

Maaco Collision Repair & Auto Painting Centers are licensed by Maaco Franchising, Inc. and are privately owned and operated.

Operation	Description	Qty	Part #	Chg	Amount	Labor Units	Spot Refinish	(\$)
Refinish	Refinish 4 Doors White						1.00	600.00

### Remarks

Item	Description	Code	Qty	Part	Retail
Paint	Refinish Labor	RL	1.00	600.00	600.00
Subtotal					600.00
Sales Tax					50.00
Grand Total					650.00

Date: 1/27/2023

Time: 6:32 AM

Page: 1 of 1

# HOOPSTER PERFORMANCE GRAPHICS

# INVOICE

6235 Industrial Court  
Greendale, WI 53129  
ph 414-235-9414 fax 414-235-9879

DATE: March 19, 2021  
INVOICE #: 5525

Bill To: C1593  
Franklin Police Dept.  
9455 W Loomis Rd  
Franklin, WI 53132  
Attn Accounts Receivable  
414-858-2678

Ship To:

P.O. #	Sales Rep. Name	Ship Date	Ship Via	Terms	Due Date
Sue			Pick-up	Due on Receipt	

Product ID	Description	Quantity	Unit Price	Line Total
	2020 Ford Explorer - #121, 122, 128  Print Graphics CMYK on 3M5100 White Reflective Installed on Sides/Rear NO Door Wraps	3	485 00	1,455 00

NOTES:

SUBTOTAL	1,455 00
TAX 5.600%	-
SHIPPING & HANDLING	-
TOTAL	1,455 00
PAID	
TOTAL DUE	1,455 00

*We Appreciate Your Business!*

WatchGuard Squad  
Video System  
Quote



**FRANKLIN POLICE DEPT**

(4)4RE WIFI Panos EL4

06/01/2022





Budgetary

QUOTE-1774947  
(4)4RE WIFI Panos EL4

Shipping Address.  
FRANKLIN POLICE DEPT  
2520 GALVIN DR  
MOTOROLA SOLUTIONS, INC  
C/O CONSOLIDATION  
ELGIN, IL 60124  
US

Quote Date:06/01/2022  
Expiration Date:07/31/2022  
Quote Created By  
John Bowles  
Customer Engagement Specialist - MN,  
ND, SD, WI  
John.Bowles@  
motorolasolutions.com  
(469) 833-6330

End Customer  
FRANKLIN POLICE DEPT

Payment Terms.30 NET

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
4RE In car Video System						
1	IV-4RE-SE-PX-10	4RE STANDARD SSD PANORAMIC CABIN*	4		\$4,995 00	\$19,980 00
2	IV-ACK-WF-C--DM	MIKROTIK CONF WIFI KIT, DRILL MNT	4		\$200 00	\$800 00
3	IV-ACK-AU-HF-MB	HI-FI MIC BUND KIT V 2, BRACKETS	4		\$0 00	\$0 00
Evidence Library Video Evidence Management						
4	KEY-EL4-DEV-001	EVIDENCE LIBRARY 4 WEB 4RE IN-CAR DEVICE LICENSE KEY	4		\$150 00	\$600 00
5	WGW00155-204	MAINTENANCE SUPPORT,SOFTWARE MAINTENANCE, EVIDENCE LIBRARY, 4RE	4	1 YEAR	Included	Included
<b>Grand Total</b>					<b>\$21,380.00(USD)</b>	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions Inc 500 West Monroe, United States 60661 - #: 36-1115800

### Pricing Summary

	Sale Price	Prorated Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$21,380 00	\$0.00
Grand Total System Price	\$21,380 00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc. 500 West Monroe, United States 60661 - # 36-1115800

## Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead  
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

FLOCK  
Fixed ALPR  
Quotes

**FLOCK GROUP INC.  
SERVICES AGREEMENT  
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc ("Flock") and the customer identified below ("Agency") (each of Flock and Customer, a "Party") This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement" ) The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

**Agency:** WI - Franklin PD

**Contact Name:** Curtis Goens

**Legal Entity Name:**

**Address:**  
9455 W Loomis Rd  
Franklin, Wisconsin 53132

**Phone:** (414) 858-2660  
**E-Mail:** cgoens@franklinwi.gov

**Expected Payment Method:**

**Billing Contact:**  
(if different than above)

**Initial Term:** 24 months  
**Renewal Term:** 24 months

**Billing Term:** Annual payment due Net 30 per terms and conditions

<b>Name</b>	<b>Price</b>	<b>QTY</b>	<b>Subtotal</b>
Professional Services - Falcon, Standard Implementation	\$350.00	10.00	\$3,500.00
Falcon Camera	\$2,500.00	10.00	\$25,000.00

**(Includes one-time fees)**

Year 1 Total \$28,500.00

Recurring Total: \$25,000.00

Special terms.

- 30-day PPI

# Squad Tablets

(Replacements)

Quote



**Advanced Electronic Design Inc**  
 344 John Dietsch Blvd, Unit 2  
 North Attleboro, MA, US 02763  
 (508) 699-0458



S R C 6 A 1 1 9 6 4 Z

**QUOTE**

# QUO-6931

2022-06-09

**Sales Agent: Kevin Hofner**  
 Email: khofner@patrolpc.com

**DRAFT**

Attention		
Danial Morris	dmorriz@franklinwi.gov	(414) 858-2645

Bill To	Ship To
WI - City of Franklin PD 9455 West Loomis Road Franklin, WI - 53132	WI - City of Franklin PD 9455 West Loomis Road Franklin, WI - 53132

Expiry Date	Shipping Rate	Payment Terms
2022-08-08	GROUND	NET 30

Item	Description	Type	Unit Price	Qty	Line Total
<b>RH-M2</b>	RhinoTab® M2 UltraRugged® Portable MDT (12.1" Sunlight Readable Display - 1200 NITS+, Projected Capacitive Touch Screen, Internal Battery, Ambient Light Sensor WIFI 802.11 2.45GHz B/G/N/WAC + BlueTooth, GPS, Front Camera and Rear Camera w/ Flash, Dual Digital Microphones, Stereo Speakers)	SALE	\$3,795.00	5	\$18,975.00
<b>MotherBoard:</b> MB-i7-RH-M2	RhinoTab® M2 Motherboard (I7) Intel Core i7-5650U Processor (2.2GHz/3.1GHz, 4MB Cache, 2 Core, HD6000 Graphics, 2 USB 3.0 ports, TPM v2.0)		INCLUDED		INCLUDED
<b>RAM:</b> RAM-8GB-DDR3	8GB DDR3-1600 RAM		INCLUDED		INCLUDED
<b>Hard-Drive:</b> SSD-250GB-NVMe	250GB M.2 NVMe SSD - 1GB = 1,000,000,000 bytes. Total uable memory will be less depending on actual system configuration		INCLUDED		INCLUDED
<b>Overlay:</b> OVR-S-RH-M2	M2 Standard Graphic Overlay Package		INCLUDED		INCLUDED
<b>Bumpers:</b> BMP-S-RH-M2	RhinoTab® M2 Shock-Absorbing Bumpers (Standard)		INCLUDED		INCLUDED
<b>Carrying Method:</b> CARRY-HANDLE-S-RH-M2	RhinoTab® M2 Side-Mount Rhino Handle		INCLUDED		INCLUDED
<b>Warranty:</b> WRNT-4YR-RH-M2	Upgrade to 4 Year Extended RhinoTab M2 Warranty (Tablet Only)		\$463.00		\$2,315.00
<b>RD-S2</b>	Patrol PC® RhinoDock™ Plus R2 (Configurable) - 1 10/100/1G Ethernet, 6 USB 3.0, micro HDMI, 3 Empty Expansion Card Slots for USB 3.0 or Ethernet, 1 Empty mPCIe half card slot, 4 RIF Pass-Thru, 4 Ports for External Power Control and Ignition Sense.10 AMP Fused Power Cable, 3 Year Warranty	SALE	\$799.00	5	\$3,995.00
<b>Expansion:</b> RD-EXP-ETH	RhinoDock™ 10/100/1G Ethernet Expansion Card		\$223.00		\$1,115.00
<b>Power Cable:</b> CBL-PWR-6FT	6 FT Fused Power Cable		INCLUDED		INCLUDED
<b>Warranty:</b> WRNT-3YR-RD-S-2	3 Year RhinoDock™ Warranty (RD-S-2 Dock Only)		INCLUDED		INCLUDED
<b>MNT-VEH-TM-5126AP-PIU-20</b>	Westin On-Dash Tablet and Keyboard Mount. Tablet Mount with Single Arm Double Pivot and G.R.I.P. Tilt/Swivel with Adaptor Plate with VESA 75, VESA 100 & 2X4 Patterns (AP-5120-UNIV) Keyboard Mount with 10' Telescopic Post and Double Arm with Triple Pivot, G.R.I.P. Tilt/Swivel with Adjustable Tray for 12" Keyboard for Ford POLICE INTERCEPTOR UTILITY (2020) MPN#500-0008	SALE	\$599.00	5	\$2,995.00
<b>PWR-AC-15V-90W-NC</b>	90W A/C Power Adapter US Plug (100-250VAC in, 15VDC	SALE		2	



Out, 1 Year Manufacturer's Warranty) Included with  
Computer Purchase

I have read and understood the following terms and conditions.

Will a matching PO be issued for this order?      YES     NO

Printed Name: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

\_\_\_\_\_  
Signature of Approval

<b>Subtotal:</b>	\$29,395.00
<b>Shipping Cost:</b>	\$298.30
<b>Adjustment:</b>	\$-1,855.00
<b>Total:</b>	\$27,838.30

**Note:**

\*\*\*ADJUSTMENT OF -\$1855 TO REFLECT PRICING TO HONOR M1 ORIGINAL QUOTE PRICING FROM 6/21, ONCE APPROVED WILL BE NOTED AS CREDIT\*\*\*

For (5) 2022/23 Ford PIUs

4yr extended warranty added, optional extended warranties 5yr \$618, 6yr \$926, 7yr \$1334 per computer. \*\*\*EXTENDED WARRANTY MAY BE PURCHASED AT ANYTIME THROUGHOUT THE DURATION OF ORIGINAL WARRANTY\*\*\*

Quoted with a Blank hard drive, Windows 10 IoT \$209 per computer installed.

Hard key back light keyboard \$259, made in USA 3yr warranty. Rubberized soft key back light keyboard \$222, made in the USA 3yr warranty.

Optional integrated modem dual sim band 14 certified (VZW or AT&T/FirstNet) \$545

Optional integrated 2-D scanner \$353

**Terms & Conditions:**

Sales tax, if applicable, will be invoiced in accordance with purchaser's tax rate. Unpaid balances accrue 1.5% interest per month.



**Advanced Electronic Design Inc**  
 344 John Dietsch Blvd, Unit 2  
 North Attleboro, MA, US 02763  
 (508) 699-0458



S R C 6 A 1 1 9 7 2 Z

**QUOTE**

# QUO-6939

2022-06-09

**Sales Agent:** Kevin Hofner  
**Email:** khofner@patrolpc.com

**DRAFT**

Attention		
Danial Morris	dmorriz@franklinwi.gov	(414) 858-2645

Bill To	Ship To
WI - City of Franklin PD 9455 West Loomis Road Franklin, WI - 53132	WI - City of Franklin PD 9455 West Loomis Road Franklin, WI - 53132

Expiry Date	Shipping Rate	Payment Terms
2022-08-08	GROUND	NET 30

Item	Description	Type	Unit Price	Qty	Line Total
ACC-CELL-VER-MP70	Sierra Wireless AirLink MP70 Pro High Performance Vehicle Router for Verizon w/Ethernet/Serial/USB/GPS + WiFi, LTE Advanced, DC Power 3 Yr Warranty (Sim Card Not Included)	SALE	\$1,124.00	5	\$5,620.00
ANT-AP-GX450-Q-BL	Antenna Plus - AP-GX450-MIMO - low profile dual Cellular/PCS/LTE, WiFi (802.11 a b g n) & GPS combination external antenna, Threaded Bolt mount, Black - 1 year manufacturer's warranty	SALE	\$225.00	5	\$1,125.00
PRN-PJ722	PocketJet 7 200dpi Thermal Printer with USB (Only includes the printer Requires power, USB cable, and printing supplies)	SALE	\$363.00	5	\$1,815.00

I have read and understood the following terms and conditions.

Will a matching PO be issued for this order? YES  NO

**Subtotal:** \$8,560.00  
**Shipping Cost:** \$80.78  
**Total:** \$8,640.78

**Printed Name:** \_\_\_\_\_

**Date of Approval:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Approval**

**Terms & Conditions:**

Sales tax, if applicable, will be Invoiced in accordance with purchaser's tax rate. Unpaid balances accrue 1.5% interest per month.

<b>APPROVAL</b> <del>X</del>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 2/7/2023
<b>REPORTS &amp; RECOMMENDATIONS</b>	<p>Authorize Execution of Intergovernmental Cooperation Agreement with the City of Waukesha for Fiber Optic Cable Location and Use for the Fiber Internet Network Construction Project for the City of Franklin Municipal Business Operations and</p> <p>Authorize Staff to Proceed with the Bidding Phase of the Project</p>	<b>ITEM NUMBER</b>  B.2.

**Background**

On March 15, 2022, the Common Council approved a motion “to approve the Fiber Internet Construction Project for the City of Franklin Municipal Business Operations in an amount not to exceed \$1,239,455 for capital construction, including partnerships with other public entities; and, authorize the Director of Administration to work with potential public entity partners to establish draft Memorandums of Understanding to share the cost burden while maintaining a secure private network.

Attached is an Intergovernmental Cooperation Agreement between the City of Franklin and the City of Waukesha for fiber optic cable location and use for the Fiber Internet Network Construction Project for the City of Franklin municipal business operations. This agreement has been reviewed by the City Attorney and the Director of IT.

As the next step in this project will be the bid process, staff is also requesting authorization to bid the construction of this Fiber Network project. Engineering staff will work with Multimedia Communications & Engineering on getting the project to bid and the IT Director will be the contact during the construction phase of the project.

**Fiscal Impact**

The funding source for this project is the American Rescue Plan Act Funding. This item was budgeted in 46-0181-5846.9650, Capital Improvement Fund for Municipal Buildings, in the amount of \$1,371,200 in the 2022 budget and authorized for carry over to the 2023 budget by the Council on January 17, 2023.

**Recommendation**

Staff is recommending approval and execution of the Intergovernmental Cooperation Agreement between the City of Franklin and the City of Waukesha and requesting authorization to enter the bid construction phase of this project.

**COUNCIL ACTION REQUESTED**

Motion to authorize the appropriate staff/officials to execute the attached Intergovernmental Cooperation Agreement between the City of Franklin and the City of Waukesha for Fiber Optic Cable Location and Use for the Fiber Internet Network Construction Project for the City of Franklin municipal business operations as approved by the Common Council back on March 15, 2022; and to further authorize staff to proceed with the bidding phase for construction of the project.

## **Intergovernmental Cooperation Agreement Fiber Optic Cable Location and Use**

This intergovernmental cooperation agreement, referred to as the Agreement, is entered into by and between the City of Franklin, a Wisconsin municipal corporation, 9229 West Loomis Road, Franklin, Wisconsin 53132, referred to as Franklin; and the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to as Waukesha. Together, Franklin and Waukesha are referred to as the Parties.

### **Recitals**

Franklin and Waukesha each have fiber-optic cable installation projects underway, which share a concurrent path over a portion of their routes.

To avoid the duplication of materials, effort and cost, Waukesha is willing to allow Franklin to install its fiber-optic cables in Waukesha's conduit in the concurrent path, in exchange for Franklin allowing Waukesha to install cables in a portion of Franklin's conduit outside of the concurrent path.

Therefore, in consideration of the mutual promises herein, the Parties agree and contract as follows:

- 1. Waukesha Conduit Installation.** Waukesha shall install a 2-inch underground conduit suitable for use with fiber-optic communications cables, within the right-of-way of Ryan Road from the intersection of Ryan Road and Loomis Road east to the intersection of Ryan Road and South 60<sup>th</sup> Street, then south within the right-of-way of South 60<sup>th</sup> Street to the intersection of South 60<sup>th</sup> Street and Oakwood Road. This conduit is referred to herein as the Waukesha Conduit. The Parties acknowledge that this conduit is part of a larger fiber-optic installation project by Waukesha, and the conduit will extend beyond these points. The installation of the Waukesha Conduit shall be done using new materials of first quality, in a workmanlike manner, and in accordance with accepted and customary practices in the fiber-optic digital communications industry. Waukesha shall ensure that the installation is done according to all applicable statutes, ordinances, codes and regulations, and Waukesha shall be responsible at its sole cost for obtaining all necessary materials, labor, permits, permissions, rights-of-way, and easements.
- 2. Franklin Conduit Installation.** Franklin shall install a 2-inch underground conduit suitable for use with fiber-optic communications cables, from the Franklin Public School District building at 8255 Forest Hill Avenue within the rights-of-way of Forest Hill Avenue and South 76<sup>th</sup> Street to the intersection of South 76<sup>th</sup> Street and Ryan Road, where it will terminate in a handhole to be installed by Waukesha as part of the Waukesha Conduit. This conduit is referred to herein as the Franklin Conduit. The installation of the Franklin Conduit shall be done using new materials of first quality, in a workmanlike manner, and in accordance with accepted and customary practices in the fiber-optic digital communications industry. Franklin shall ensure that the installation is done according to all applicable statutes, ordinances, codes and regulations, and Franklin shall be responsible at its sole cost for obtaining all necessary materials, labor, permits, permissions, rights-of-way, and easements.
- 3. Franklin Cable Installation.** Franklin may install, operate, maintain, repair, and replace fiber-optic digital communications cable in the Waukesha Conduit between the intersection of Ryan Road and South 76<sup>th</sup> Street and the Franklin Fire Department Station 2 at 9911 South 60<sup>th</sup> Street. Franklin may occupy no more than 50% of the cross-sectional area of the Waukesha Conduit.
- 4. Waukesha Cable Installation.** Waukesha may install, operate, maintain, repair, and replace fiber-optic digital communications cable in the Franklin Conduit between the intersection of Ryan Road and South 76<sup>th</sup> Street and the Franklin School District office building at 8255 Forest Hill Avenue. Waukesha may occupy no more than 50% of the cross-sectional area of the Franklin Conduit.

5. **Responsibility for Installation and Maintenance.** Each Party shall be responsible at their sole expense for the acquisition, installation, operation, maintenance, repair, and replacement of, their respective conduits and cables. Each Party shall maintain its respective conduit in good working order, and shall respond promptly to notice from the other Party that a conduit is in need of repair. Each Party shall give the other at least 15 days' notice of planned maintenance, repair, or replacement work that might result in service interruption.
6. **Handhole Access.** To the greatest extent possible, the Parties shall install and use common handholes, and shall give the other Party access to handholes as reasonably required for installation, operation, maintenance, repair, and replacement of cables and associated fixtures and equipment.
7. **No Requirement for Substitute Facilities.** The rights granted by this Agreement are specific to the cable and conduits in the locations contemplated by this Agreement. If either party loses its right to maintain cable or conduit in the locations contemplated by this Agreement due to third-party action, court order, or some other circumstance not of their own undertaking, the Parties are not required to provide substitute or replacement cable or conduit.
8. **Ownership.** The Parties shall retain title to their respective conduits and cables and all associated fixtures and facilities. If either Party decides to cease its use of their respective cables or conduits and to abandon them, then title to the abandoned portions of the cables or conduits shall pass to the other Party, without further consideration, and the Party's responsibilities with respect to the abandoned portion shall cease.
9. **Term.** The term of this Agreement commences as of the date of its execution and shall expire on the date 50 years from then, unless (i) terminated earlier by the mutual agreement of the Parties, or (ii) the Parties lose their respective right to maintain cable or conduits in the locations called for by this Agreement as a result of third-party action or court order.
10. **Completion Date.** Waukesha and Franklin shall complete all work required by this Agreement with an estimated completion date of July 1, 2023, subject to good-faith delays caused by circumstances beyond the Parties' control.
11. **Warranty Disclaimers, Waivers of Claims.**
  - a. The Parties represent that the cables and conduit will be installed substantially in compliance with this Agreement, and that they will enforce all manufacturer and installer warranties with respect to the materials and workmanship of the installation of the cables and conduit.
  - b. The Parties expressly disclaim all warranties, expressed or implied, regarding the suitability and fitness for intended purposes of the conduit access provided herein, or the quality, availability or reliability of data transmission through cables installed in the conduits.
12. **Insurance.** Each Party shall maintain casualty loss insurance coverage for its fiber-optic facilities, including the conduit and cables, at their own sole expense, with limits sufficient to cover all reasonably-anticipated losses to the facilities. The Parties shall provide proof of coverage to the other upon request.
13. **Parties Are Independent Contractors.** Nothing in this Agreement shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Agreement, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
14. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Agreement shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.

- 15. **Force Majeure.** Regardless of any other term or provision herein, neither Party shall be in default of this Agreement if the failure to perform timely was the result of an unforeseen circumstance reasonably beyond the Party's control, provided performance resumes or takes place as soon as reasonably possible after circumstances return to normal, in good faith. All time periods and deadlines stated herein shall be extended by a period reasonably necessary to accommodate such delays.
- 16. **Amendments.** No amendments, additions, or changes of any kind to this Agreement will be valid unless in writing and signed by all of the Parties to this Agreement.
- 17. **Governing Law and Jurisdiction.** This Agreement will be construed and enforced according to the laws of Wisconsin. The Parties agree that if a lawsuit is necessary with respect to this Agreement, it will be filed in the state Circuit Court for Milwaukee County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

**City of Waukesha**

\_\_\_\_\_  
By Shawn N. Reilly, Mayor  
Date \_\_\_\_\_

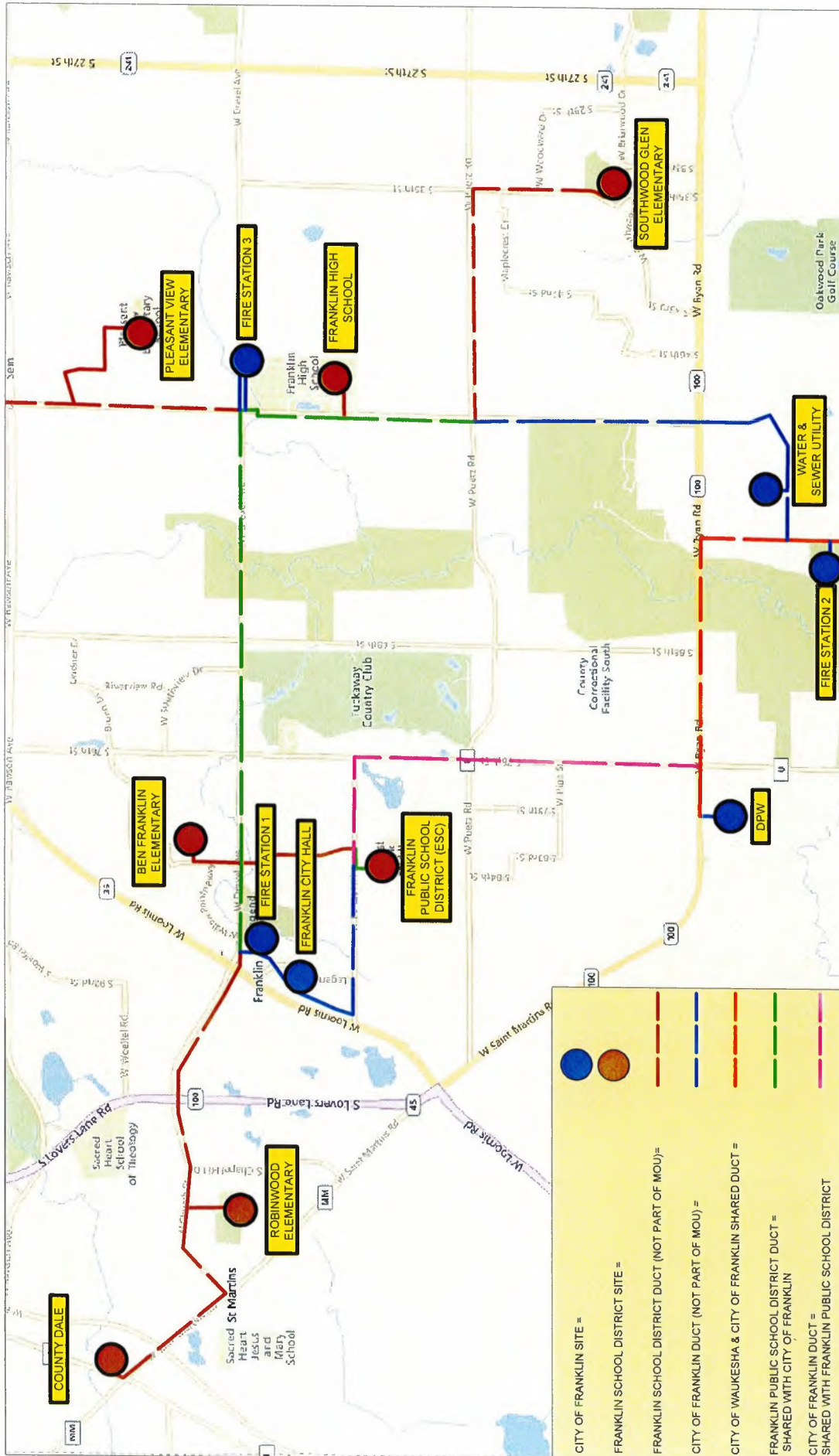
\_\_\_\_\_  
Attested by Gina L. Kozlik, City Clerk  
Date \_\_\_\_\_

**City of Franklin**

\_\_\_\_\_  
By Stephen R. Olson, Mayor  
Date \_\_\_\_\_

\_\_\_\_\_  
Attested by Karen L. Kastenson, City Clerk  
Date \_\_\_\_\_





	CITY OF FRANKLIN SITE =
	FRANKLIN SCHOOL DISTRICT SITE =
	FRANKLIN SCHOOL DISTRICT DUCT (NOT PART OF MOU) =
	CITY OF FRANKLIN DUCT (NOT PART OF MOU) =
	CITY OF WAUKESHA & CITY OF FRANKLIN SHARED DUCT =
	FRANKLIN PUBLIC SCHOOL DISTRICT DUCT = SHARED WITH CITY OF FRANKLIN
	CITY OF FRANKLIN DUCT = SHARED WITH FRANKLIN PUBLIC SCHOOL DISTRICT



Multimedia Communications & Engineering, Inc.  
 PO Box 11064 Green Bay, WI 54307  
 P: 920.301.7900 | 1.877.870.6968



MOU - Exhibit A  
 Franklin - FPSD - Waukesha

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>X</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> 2/7/2023</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;">Authorize Execution of Memorandum of Understanding with the Franklin School District for the Fiber Internet Network Construction Project for the City of Franklin Municipal Business Operations and Authorize Staff to Proceed with the Bidding Phase of the Project</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">D.3.</p>

**Background**

On March 15, 2022, the Common Council approved a motion “to approve the Fiber Internet Construction Project for the City of Franklin Municipal Business Operations in an amount not to exceed \$1,239,455 for capital construction, including partnerships with other public entities; and, authorize the Director of Administration to work with potential public entity partners to establish draft Memorandums of Understanding to share the cost burden while maintaining a secure private network.

Attached is a Memorandum of Understanding (MOU) between the City of Franklin and the Franklin School District to share portions of each parties’ infrastructure in order to share the cost burden while maintaining a secure private network for this project. This MOU has been reviewed by the City Attorney and the Director of IT.

As the next step in this project will be the bid process, staff is also requesting authorization to bid the construction of this Fiber Network project. Engineering staff will work with Multimedia Communications & Engineering on getting the project to bid and the IT Director will be the contact during the construction phase of the project.

**Fiscal Impact**

The funding source for this project is the American Rescue Plan Act Funding. This item was budgeted in 46-0181-5846.9650, Capital Improvement Fund for Municipal Buildings, in the amount of \$1,371,200 in the 2022 budget and authorized for carry over to the 2023 budget by the Council on January 17, 2023.

**Recommendation**

Staff is recommending approval and execution of the Memorandum of Understanding between the City of Franklin and the Franklin School District and requesting authorization to enter the bid construction phase of this project.

**COUNCIL ACTION REQUESTED**

Motion to authorize the appropriate staff/officials to execute the attached Memorandum of Understanding between the City of Franklin and the Franklin School District in sharing the cost burden while maintaining a secure private network for the Fiber Internet Network Construction Project for the City of Franklin municipal business operations as approved by the Common Council back on March 15, 2022; and to further authorize staff to proceed with the bidding phase for construction of the project.

## **MEMORANDUM OF UNDERSTANDING (MOU)**

Dated 2/9/2023

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the City of Franklin ("CITY"), and the Franklin School District ("SCHOOL DISTRICT"), hereinafter referred to as a "Party" or "Parties "

### **BACKGROUND:**

The SCHOOL DISTRICT created and utilized its own fiber network using WiscNet as the SCHOOL DISTRICT'S Internet Service Provider since 2008. The CITY is currently in the process of constructing its own fiber network across the City of Franklin to serve all City operations and facilities. It has been determined that there are certain portions of each Parties' infrastructure that should be shared with the other Party to substantially benefit both Parties and provide considerable costs savings to both the CITY and the SCHOOL DISTRICT and ensure the most efficient network connection through the shared infrastructure (hereinafter "Network")

Initially, the SCHOOL DISTRICT will allow the CITY to connect to its fiber infrastructure to enable the CITY to establish its own WiscNet Connection. The SCHOOL DISTRICT shall not be providing the CITY with fiber internet or infrastructure, other than access to the fiber optic conduit and handholes, as specified herein.

In the future, as needed for potential new school(s) and SCHOOL DISTRICT facilities, the CITY will allow the SCHOOL DISTRICT to connect to the CITY'S infrastructure to enable the SCHOOL DISTRICT to have service at the new schools with minimal fiber buildout at that time.

In addition, the shared services will serve the Parties in providing desired redundancies.

### **PURPOSE:**

The purpose of this MOU is to develop a mutually beneficial agreement between the Parties for the common goal of delivering high-speed internet speeds, currently 10 gigabit per second, to their respective institutions and for interoperability connections between all entities involved through the use and maintenance of a shared fiber optic infrastructure ("Infrastructure")

#### **1) Infrastructure**

- a. During the term of this MOU, the CITY shall be allowed to connect its own fiber-optic cables to SCHOOL DISTRICT owned infrastructure (handholes/conduit), and the SCHOOL DISTRICT shall be allowed to connect its own fiber-optic cables to CITY owned infrastructure (handholes/conduit). Further, both Parties shall be given the non-exclusive use of the other Party's fiber optic conduit, as defined herein.

The CITY will be responsible, at its sole expense, for the construction and maintenance of fiber-optic cables as outlined in **Exhibit A**, illustrated with blue and pink dashed lines, including all costs of acquiring right-of-way, licenses, permits, and all costs of connection to the Infrastructure. The SCHOOL DISTRICT

agrees to allow the CITY to access and utilize duct space within the SCHOOL DISTRICT'S existing duct for the CITY fiber installation, illustrated with a green dashed line on **Exhibit A**. The installation, connection, and maintenance of the CITY'S cables to the handholes near Schlueter Parkway & W Drexel Avenue, and S 51<sup>st</sup> Street and W Puetz Road shall be at the CITY'S sole expense.

The CITY shall allow the SCHOOL DISTRICT to access and utilize duct space within the CITY'S existing duct for the SCHOOL DISTRICT fiber installation for new a school(s) and SCHOOL DISTRICT facilities, illustrated with a pink dashed line on **Exhibit A**. The installation, connection, and maintenance of the SCHOOL DISTRICT'S cables to the handholes on Ryan Road, West of the CITY DPW Facility heading west on 76<sup>th</sup> Street to the future schools shall be at the SCHOOL DISTRICT'S sole expense.

The SCHOOL DISTRICT and CITY each agree to make the necessary reasonable changes in their respective Infrastructure to allow the other Party's approved connections to be functional.

For future connections and adjustments, the SCHOOL DISTRICT and CITY, separately, and respectively, and as set forth above, will be responsible, at the Party's own respective sole expense, for the construction and maintenance of fiber-optic cable laterals including all costs of acquiring right-of-way, licenses, permits, and costs of the approved connection. Each Party will notify the other Party of future needs, requesting consideration of approval from the other Party, and neither Party shall withhold consent to reasonable access requests.

During the term of this MOU, the SCHOOL DISTRICT shall allow access of its fiber optic conduit for use by the CITY, as illustrated with a green dashed line in **Exhibit A**, and the CITY shall allow access of its fiber optic conduit for use by the SCHOOL DISTRICT, as illustrated with a pink dashed line in **Exhibit A**. The Parties agree that only the minimum necessary connections as set forth above, to enter the other entities' system, will be maintained so that the duct space is not compromised and the duct does not become unnecessarily occupied.

## 2) MAINTENANCE

- a Each Party shall be responsible for the performance and cost(s) of the entity's own maintenance, repair, and updates to their respective infrastructure, including but not limited to locating, engineering assistance, break-fix charges, relocation costs, enhancements and dedicated fiber optic expansion. The Parties agree that they shall perform such maintenance, repair, and updates as reasonably necessary, and in a reasonable manner and time frame, for the efficient operation of the Network. The owner of the duct outlined in **Exhibit A** shall be responsible for maintenance thereof.

## 3) TERM OF AGREEMENT and MEETINGS

- a This MOU will be effective as of the date of the last Party's signature to this MOU, and shall remain in effect for twenty-five (25) years from the date of the last signature ("Term").

- b At least thirty-six (36) months prior to the expiration of the initial Term of this MOU the Parties shall meet to review renewal options
- c Annual meetings are to be conducted between the Parties on a mutually agreed upon date, or more frequently if determined necessary by the Parties. The purpose of the meetings will be to review items such as bandwidth speeds and necessary upgrades to the Network or infrastructure, as well as to discuss any other matters related to the purpose of the MOU that the Parties wish to address

#### 4) TERMINATION OF MOU

- a Either Party may, after twenty-five (25) years from the effective date of this MOU, opt to terminate this MOU for any reason upon thirty-six (36) months written notice to the other Party
- b In the event either Party should (i) neglect, refuse, or fail to perform under the material provisions of this MOU, or (ii) disregard applicable laws, or (iii) violate any material provision of this MOU, the other Party may at any time upon thirty-six (36) months written notice to the offending Party, without prejudice to any other right or remedy which it may have for damages resulting therefrom, treat the same as a material breach of this MOU and terminate this MOU. Nothing herein shall be construed as limiting or otherwise modifying a Party's right to pursue specific performance of any obligation set forth in this MOU
- c In the event a Party opts to terminate this MOU, the remaining Party reserves the right to utilize the fiber assets and any other necessary components of the Network/infrastructure that have been relied upon for connectivity until the date of termination of this MOU (i.e., at least thirty-six (36) months from the date of written notice of termination). The purpose of this requirement is to enable the remaining Party to coordinate an acceptable replacement and connectivity solution without disruption
- d Upon the date of termination, the terminating Party will no longer be able to utilize assets contributed to the Network or infrastructure by the remaining Party

#### 5) REPRESENTATIONS AND WARRANTIES

- a Each Party shall
  - maintain its status as a government entity or Non-Profit Organization,
  - maintain WiscNet membership for ISP connectivity, and
  - pay all individual WiscNet fees for ISP connectivity

#### 6) UNPLANNED OUTAGES

- a Unplanned outages may occur from time to time due to various circumstances and will be repaired as soon as reasonably possible by the Party responsible for the outage or the portion of the Network causing the outage. No Party shall be held liable, financially or otherwise, to the other Party for any unplanned outages that may occur, unless such outages are the result of a Party's negligence or willful conduct. It is in the best interest of both Parties to maintain maximum uptime for the Networks and connections. Repairs shall be completed as soon as reasonably possible with the

expectation that most repairs will be completed within twenty-four (24) hours of written notice that the outage has occurred

7) PLANNED OUTAGES

- a A Party planning an outage or potential outage that would affect connectivity of the other Party shall provide thirty (30) days' prior notice via email to the other Party when possible, but in the event of emergent need, such email notice shall be provided not less than sixty (60) hours prior to the planned outage This includes but is not limited to, equipment upgrades, equipment maintenance, fiber optic network upgrades, and fiber optic network maintenance
- b Planned outages must be coordinated for a specific time and date, preferably after normal business hours No planned outage may occur without the Party providing email notice under Section 7)a and receiving acknowledgement and confirmation from the other Party that such notice has been delivered, which the other Party shall provide upon receipt The notice requirements under Section 8)b shall not apply to notices required under this section

8) CONTACTS and NOTICES

- a Each Party shall provide at least two (2) contacts who will serve as "all hours" contacts for the Network/infrastructure Contact information including names, phone numbers and email addresses shall be kept current and provided to the other Party In the event a contact changes, the Party shall provide the information of the new contact to the other Party via email
- b Unless otherwise provided in this MOU, all notices, demands, requests, consents, approvals, or other instruments required or permitted to be given by any Party pursuant to this MOU shall be in writing and shall be deemed to have been properly given if sent by commercial courier or certified mail, postage prepaid, with return receipt requested, to the other Party at its address for notices Any notices, demands, requests, consents, approvals, or other instruments sent to any Party under this Section 8)b , shall also be given via email as a courtesy, but any failure to do so shall not deem such instruments to have not been served correctly if otherwise properly sent under this Section 8)b The addresses for notice shall be as follows

Franklin School District  
Assistant Superintendent for Business and Operations  
8255 W Forest Hill Avenue, Franklin, WI 53132

City of Franklin  
Director of Administration  
9229 W Loomis Road, Franklin, WI 53132

Notice shall be deemed given two (2) business days after mailing or sent by commercial courier The addresses for notices may be changed by the Parties from time to time by delivery of written notice to the other Party

9) STANDARD TERMS and CONDITIONS

- a Each Party represents and warrants the use by its employees, officers, agents, and end users of the Network and any internet access device shall comply with all

applicable laws, ordinances, rules, regulations and restrictions, including without limitation those related to privacy and electronic communications. Each Party agrees to cooperate with the other in complying with any requirements applicable to their respective rights and obligations under this MOU that are imposed by any governmental agency, regulatory agency, or authority. Any non-compliant Party shall meet with the other Party at a special meeting to discuss and attempt remedying the non-compliance. A non-compliant Party shall lose connectivity to joint assets and benefits if compliance is not achieved within a reasonable time period. Nothing in this paragraph shall prevent either Party from exercising its right to terminate for breach under Section 4) of this MOU.

- b. Each Party ("Indemnifying Party" for purposes of this paragraph) releases and agrees to indemnify, defend, and hold harmless the other Party, including the other's employees, officers, governing bodies and members thereof, and agents, from and against any claim against the other Party directly resulting from or in connection with
  - I. any injury, loss or damage to any person, tangible property or facilities of any third party including reasonable attorneys' fees and costs to the extent the same arise out of or result from (1) the negligent acts or omissions of the Indemnifying Party, and/or (2) a material breach of this MOU by the Indemnifying Party, and/or
  - II. any claims, liabilities or damages directly arising out of any violation of the Indemnifying Party of any regulation, rule, statute or order of any local, state or federal governmental agency, court or other governing authority in connection with the performance of the Indemnifying Party's obligations under this MOU
  - III. The Parties agree to promptly provide each other with written notice of any lawsuit, judicial, administrative or other dispute resolution action or proceeding or claim of which it becomes aware and which may result in an indemnification obligation of the other Party under this MOU
- c. Nothing contained in this MOU is intended to be a waiver or estoppel of the Parties or their insurers to rely upon the limitations, defenses, and immunities contained in Wisconsin law, including, without limitation, within Wisconsin Statutes Section 893.80 (as may be amended and updated from time to time). To the extent that indemnification is available and enforceable, the Parties or their insurers shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established by law. Under no circumstances shall a Party be required to indemnify the other Party for the other Party's own negligence or intentional conduct.
- d. Each Party shall, during the term of this MOU, procure and maintain general liability insurance coverage, at its own cost, in amounts commercially and reasonably adequate to cover liability for damages arising out of the Parties' respective use, repair and maintenance of the Network. If requested, either Party shall promptly provide the other with copies of certificates of insurance and policy endorsements. Each such policy shall name the other Party as additional insureds under said policy on a primary and noncontributory basis. The policy shall also provide for waiver of subrogation and a thirty (30) day notice of cancellation.

10) MISCELLANEOUS

- a If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this MOU shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law
- b This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no other representations, warranties, or agreements except as herein provided
- c This MOU may be executed in one or more counterparts, each of which shall be deemed an original
- d The terms and conditions of this MOU shall be binding upon and benefit the Parties hereto and their respective successors
- e Nothing in this MOU shall be construed as creating a joint venture or partnership between the Parties
- f The Parties may not assign this MOU or any rights, interest or obligations herein Neither Party may permit the use of the Network or infrastructure by another person or entity without the prior written consent of the other Party
- g Any failure by either Party to insist upon the performance of any provision of this MOU shall not constitute a waiver of any rights under the MOU or future performance of that provision
- h This MOU shall be governed by and construed in all respects in accordance with the laws of the State of Wisconsin Any legal action regarding the terms of this MOU shall be brought and maintained in the Circuit Court for Milwaukee County, Wisconsin
- i This MOU may be modified, changed, altered or amended only by express, written agreement between the Parties
- j The persons signing on behalf of each Party hereby warrant and represent that they have authority to execute this MOU on behalf of the Party for whom they have signed

FRANKLIN SCHOOL DISTRICT

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name/Position \_\_\_\_\_

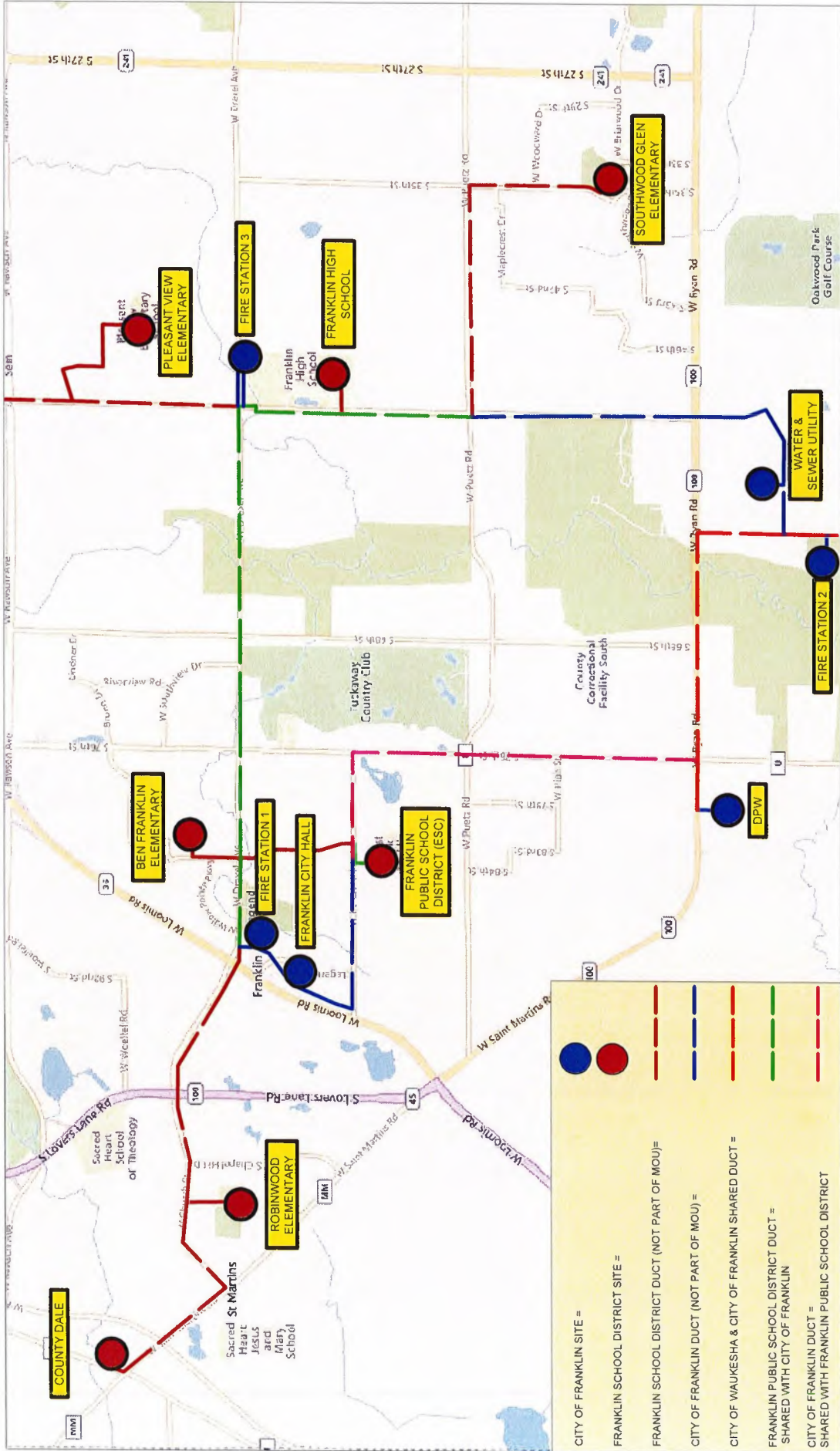
CITY OF FRANKLIN

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name/Position Stephen R Olson, Mayor

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name/Position Karen L Kastenson, City Clerk

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name/Position Thomas S Bakalarski, Interim Comptroller and Treasurer





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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>[Signature]</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> 2/7/2023</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Authorize the 2023 Purchase of Rapid7 Security Information &amp; Event Management (SIEM) and Security Operations Center (SOC) Managed Services for Criminal Justice Information Services (CJIS) Requirements</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b> M.4.</p>

**Background**

At their September 20, 2022 meeting, the Common Council approved a motion “authorizing the purchase of Rapid7 InsightIDR MDR Elite Client through CDW-G for the period October 2022 through December 2022 at a total cost of \$19,275 being charged to General Fund Sundry Contractors IT Budget, Account Number 01-0144-5299, and the 2023 cost will be included in the 2023 budget; and the Rapid7 Services Agreement is hereby approved subject to changes to the Agreement form as may be approved by the Director of Administration, the IT Director, and the City Attorney”.

For recap, we have attached the 9/20/2022 council action sheet pertaining to this item where it explains the Rapid7 service, its importance, and funding for 2022 and 2023. The Rapid7 Services Agreement was executed and the 2022 cost of \$19,275 was paid in October 2022. We are now requesting payment for the full year of 2023 for the Rapid7 InsightIDR MDR Elite Client through CDW-G at a total cost of \$77,280.

**Fiscal Impact**

As noted, the Rapid7 service costs for the full year of 2023 is \$77,280 and is due now. At the 1/17/2023 Council meeting, the Council approved the carryover of \$54,287 of unspent 2022 funds to be used in 2023 for the continuation of the Rapid7 Security Information and Event Management System (SIEM) approved in September of 2022. An additional \$25,000 was approved in the 2023 IT General Operations Budget to cover the remaining portion of the Rapid7 costs; so there is sufficient funding for this purpose (\$54,287 + \$25,000 = \$79,287). The CDW-G invoice for the 2023 Rapid7 costs will be charged to Account 01-0144-5299, IT Sundry Contractors.

**Recommendation**

Staff is recommending the payment of the 2023 Rapid7 InsightIDR MDR Elite Client through CDW-G at a total cost of \$77,280 being paid from Account 01-0144-5299 using approved carryover funds of \$54,287 and \$22,993 as approved in the 2023 IT General Operations Budget.

**COUNCIL ACTION REQUESTED**

Motion to authorize the purchase and payment of Rapid7 InsightIDR MDR Elite Client through CDW-G for the period January 1 through December 31, 2023 at a total cost of \$77,280 being charged to General Fund Sundry Contractors IT Budget, Account Number 01-0144-5299.

<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>9/20/2022</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Authorize the Purchase of Rapid7 Security Information &amp; Event Management (SIEM) and Security Operations Center (SOC) Managed Services for Criminal Justice Information Services (CJIS) Requirements</b>	<b>ITEM NUMBER</b> <b>G.7.</b>

**Background**

During the 2021 and 2022 Criminal Justice Information Services (CJIS) annual audits by the DOJ/FBI, the City of Franklin Police Department was determined to be non-compliant with Section 5.4 of the federally mandated security requirements. This section specifically addresses monitoring event and audit logs, in order to identify potential or ongoing security events. This section of the CJIS policy specifically addresses:

- Response and alerts to audit/event processing failures,
- Audit/event monitoring analysis and weekly reporting,
- Accurate time stamps of event and audit logs,
- Protection of audit/event information from modification or deletion, and
- Retention of audit and event log records.

It is being strongly recommended by the DOJ that all municipalities, including the City of Franklin, implement a Security Information and Event Management (SIEM) system, either as an on-premise server or as a cloud-based service. A SIEM collects and stores event log messages from multiple systems/sources and stores the data into a single repository. The SIEM generates alerts if preconfigured events are detected and compares these alerts across multiple systems. The SIEM uses Artificial Intelligence (AI) technologies to determine if events across systems are correlated and statistically relevant, and combines the information into a single security incident. A SIEM is intended to eliminate the manual efforts needed in event log monitoring and analysis, and provides a single source for all alerting and security event management.

The auditors have requested that the City of Franklin implement a SIEM system by the end of 2022 in order to be compliant with Section 5.4 of the CJIS (v5.9) security requirements and framework. In addition to complying with CJIS requirements, the SIEM is a strong security tool for the City overall, covering all City devices.

**Analysis**

After extensive research, it was determined that a cloud-based SIEM system with Managed Detection and Response (MDR) services is the best fit for the City of Franklin. Installing, configuring, and maintaining an on-premise SIEM would require extensive information security management and engineering skills that the local IT staff currently does not possess. The installation of any SIEM requires two major project milestones:

1. Data Ingestion: Event logs from servers, firewalls, and other security services (e.g. Bitdefender Gravityzone) have to be configured to ship all event logs to the SIEM. The SIEM receives the logs, parses them, and stores them within the central repository.
2. Rule Creation and Alerts: The SIEM has to be "trained" to look for specific security events within the logs, and if a specific security condition is detected an alert is sent out to administrators

Understanding how to correctly upload the logs and configure the parsers for the specific application requires detailed knowledge on how the log is constructed and formatted. Additionally, extensive security knowledge is needed concerning the specific applications in order to know what specific security events and information

are actionable, and what information is considered noise and doesn't require attention. For these two main reasons it makes considerable sense to subscribe to a security SIEM/MDR cloud-based service, where this information is already preconfigured and well known by the onboarding vendor. Cloud-based security services often use extensive data analytics and comparative analysis for security traffic seen by other customers, a feature that is not possible with an on-premise system.

At the August 31, 2022 Technology Commission Meeting, the Commission reviewed five different cloud-based security services that provide SIEM monitoring, Managed Detection and Response (MDR), Endpoint Detection and Response (EDR), with all alerts and security incident management being performed by a Security Operations Center (SOC). The subscribed managed service has the SOC monitoring and responding to all SIEM alerts and determining if they are relevant and, when necessary, will create a security incident ticket with the local IT department concerning the security issue. The SOC has three tiers of analyst and engineer experience, where major security events are escalated to senior level engineers for analysis, identification, response, and forensics. The SOC-based service is considered an outsourced contracted consultant and is an essential member of the local City of Franklin IT security team.

The City of Franklin Technology Commission unanimously voted to recommend "the implementation of Rapid7 InsightIDR – Elite MDR security managed services for all computers and systems being used within the City of Franklin." Under the managed services that vendor will provide:

- SIEM security and alerting service that will meet and exceed current CJIS requirements.
- 24x7x365 SOC security event proactive threat detection using statically defined rules and seven layers of AI detection.
- Installation of up to 500 computer agents (minimum purchase quantity is a block of 500 computers) that have full EDR capability and the ability to remove the computer from the network in the event that it is compromised. This allows the SOC to prevent security problems from spreading throughout the network.
- Incident management and validation of active threats and response containment within 10 minutes.
- The dedicated Rapid7 account manager will directly assist with all audits and will provide evidence of event log integrity and security incident reporting.
- Unlimited data communication and event log storage up to 13 months.
- "Cradle to grave" security incident management and coordination with other security engineers/providers. During a major security incident Rapid7 will provide identification, containment, response/remediation, and data forensics on how the security event happened and transpired. All security artifacts will be collected and preserved for potential evidence. Rapid7 is providing an unlimited number of security incidents being managed as part of the service. There are no charges for data forensics, or the necessity to quickly engage/contract with outside 3rd party forensic providers.

#### **Fiscal Impact**

Rapid7 and CDW-G have agreed to create an invoice for 2022 service (October through December) that would cover the first three months with fees due within 30 days. Service charges for the 2023 year would be due by 1/30/2023 and be part of the 2023 budget. All pricing through CDW-G is based upon the State of Wisconsin VNP Software contract. In order to simplify both billing and budgeting, City of Franklin staff is recommending that the Rapid7 service be on an ongoing annual, calendar year contract. In the event that service with the vendor needs to be discontinued, the budgeting process with a new service vendor would begin with the new fiscal year.

**Service Costs 10/2022 to 12/2022**

Rapid7 InsightIDR MDR - Elite Client – Quantity 500 (3 months) = \$19,275

**Service costs 1/2023 to 12/2023**

Rapid7 InsightIDR MDR - Elite Client – Quantity 500 (12 months) = \$77,280

**Funding:**

- The 2022 Rapid7 service charges of \$19,275 for October through December 2022 would be paid from funds encumbered into the 2022 budget dedicated for IT security – General Fund Sundry Contractors IT Budget, Account Number 01-0144-5299.
- The 2023 Rapid7 service charges of \$77,280 would be recommended in the 2023 budget as follows:
  - \$35,012 remaining from the 2022 encumbered funds dedicated for IT security – General Fund Sundry Contractors IT Budget, Account Number 01-0144-5299;
  - The remaining \$42,268 cost for 2023 will be covered by other unused 2022 IT operating funds that will be requested to be carried forward to 2023 along with \$22,993 being requested in the 2023 IT operating budget.

Rapid7 has agreed to give the City of Franklin the InsightVM vulnerability and risk management on-premise software at no additional cost. This service allows for the scanning and detection of security vulnerabilities and installed patches on all computers on the network. The product can continue to be used for free as long as the subscribed services for the InsightIDR MDR is maintained.

Future funding of the Rapid7 InsightIDR MDR will be evaluated as this service may cover and thus eliminate some existing services/costs that may no longer be needed (i.e., all or parts of Bitdefender GravityZone), which could then help fund this service in 2024 and beyond.

**COUNCIL ACTION REQUESTED**

Motion to authorize the purchase of Rapid7 InsightIDR MDR Elite Client through CDW-G for the period October 2022 through December 2022 at a total cost of \$19,275 being charged to General Fund Sundry Contractors IT Budget, Account Number 01-0144-5299, and the 2023 cost will be included in the 2023 budget.



Thank you for choosing CDW We have received your quote

Hardware Software Services IT Solutions Brands Research Hub

# QUOTE CONFIRMATION

**JAMES MATELSKI,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below [Click here to convert your quote to an order](#)

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MXXS657	9/6/2022	UPDATED REAPID W/ 3 MONTH OPTI	0929696	\$96,555.00

### QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RAPID7 MGD DETECT+RESP SVC SUB <i>2022 portion</i> Mfg Part# MANAR Electronic distribution NO MEDIA Contract Wisconsin NVP Software (505ENT M21 NASPOSVAR 01)	500	6207855	\$38 55	\$19,275 00
RAPID7 INSIGHTVM SUB Mfg Part# IVM Electronic distribution NO MEDIA Contract Wisconsin NVP Software (505ENT M21 NASPOSVAR 01)	500	6186417	\$0 00	\$0 00
* RAPID7 MGD DETECT+RESP SVC SUB <i>2023 portion</i> Mfg Part# MANAR Electronic distribution NO MEDIA Contract Wisconsin NVP Software (505ENT M21-NASPOSVAR-01)	500	6207855	\$154 56	\$77,280 00
RAPID7 INSIGHTVM SUB Mfg Part# IVM Electronic distribution NO MEDIA Contract Wisconsin NVP Software (505ENT M21 NASPOSVAR 01)	500	6186417	\$0 00	\$0 00

<b>SUBTOTAL</b>	\$96,555 00
<b>SHIPPING</b>	\$0 00
<b>SALES TAX</b>	\$0 00
<b>GRAND TOTAL</b>	<b>\$96,555.00</b>

### PURCHASER BILLING INFO

**Billing Address:**  
 CITY OF FRANKLIN  
 ACCTS PAYABLE  
 9229 W LOOMIS RD  
 FRANKLIN WI 53132-9728  
**Phone:** (414) 425 7500  
**Payment Terms:** NET 30 VERBAL

### DELIVER TO

**Shipping Address.**  
 CITY OF FRANKLIN  
 JAMES MATELSKI  
 9229 W LOOMIS RD  
 FRANKLIN WI 53132-9728  
**Phone:** (414) 425 7500  
**Shipping Method:** ELECTRONIC DISTRIBUTION

**Please remit payments to:**

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><del>X</del></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> 2/7/2023</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Authorize Request to Share Recreation Related GIS Layers for Asset Collection Project and Authorize Data Release Agreement for the Wisconsin Department of Tourism's Office of Outdoor Recreation</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">M. 5.</p>

**Background**

Todd Niedermeyer, the City's GIS consultant, has been contacted by Pro-West & Associates, another GIS consulting firm, that is working with the Wisconsin Department of Tourism's Office of Outdoor Recreation on an asset collection project. This project entails the collection of shared data/datasets to highlight and showcase the abundant outdoor opportunities and assets in the City, nearby communities, and throughout the state. The intent is to get any "recreation" related GIS layers from Franklin. Mr. Niedermeyer believes the City Parks GIS layer is appropriate for this exercise and does not have any concern with its distribution.

Attached is a "Data Release Agreement for the Wisconsin Department of Tourism's Office of Outdoor Recreation" that they are requesting be signed by anyone who contributes data to the project. The purpose of the agreement is to acknowledge and accept the request and subsequent release of data and datasets for the Wisconsin Department of Tourism's "Wisconsin Office of Outdoor Recreation Asset Collection Project". By signing the agreement, the City is giving permission to the Wisconsin Department of Tourism's Office of Outdoor Recreation, Pro-West & Associates, and ESRI to collect, extract, and disseminate outdoor recreation assets and attributes retrieved from the datasets provided by the City for public consumption and use.

**Fiscal Impact**

There is very little cost to the City; only Todd's time in preparing/sending the City park layer, which he states is simple and won't take much time.

**COUNCIL ACTION REQUESTED**

Motion to authorize the City GIS Office to prepare and share the City's "Park" GIS layer, and any other appropriate layers, with Pro-West & Associates, Inc. for use in the Wisconsin Department of Tourism's Wisconsin Office of Outdoor Recreation Asset Collection Project and for the Mayor to further execute the attached "Data Release Agreement for the Wisconsin Department of Tourism's Office of Outdoor Recreation" for this purpose.

## **Data Release Agreement for the Wisconsin Department of Tourism's Office of Outdoor Recreation**

THIS AGREEMENT is made and entered into between (ENTER NAME OF ORGANIZATION/ENTITY) and the Wisconsin Department of Tourism's Office of Outdoor Recreation, hereinafter referred to as "the Office", and the Office's project partners Esri and Pro-West & Associates. The parties agree to the following:

**Purpose.** The purpose of this Agreement is to acknowledge and accept the request, and subsequent release, of data and datasets for the Office's *Wisconsin Office of Outdoor Recreation Asset Collection Project*, hereinafter referred to as "the Project". By accepting, you understand that you are contributing to a collaborative effort to highlight and showcase the abundant outdoor opportunities and assets in your communities and throughout the state.

The data collected for this project will be compiled and displayed into a new publicly accessible database built with the ability to view and consume data, and an interactive tool visually representing where these assets are located across Wisconsin. Upon receiving your data, the team at Pro-West & Associates and Esri will extract outdoor recreation activities and associated attributes from the datasets and utilize those within the scope of a schema created for this project. The information made available for public consumption and use thereafter will be a new, distinctive set of data and not an exact replica, redistribution or representation of your data.

Upon signing this Agreement, you give permission to the Office, Pro-West & Associates and Esri to collect, extract and disseminate outdoor recreation assets and attributes retrieved from the datasets provided by you and your organization in our unique schema for public consumption and use.

**Term.** Regardless of the date of signatures hereunder, this Agreement shall be in effect from this date until otherwise noted or determined. As an ongoing, long-term project, the attributes and assets collected from your original data will be permanently, and publicly, available (so long as the Project is active).

**Authorization.** The signatory for this Agreement represents and warrants that they are authorized to execute this document on behalf of (ENTER NAME OF ORGANIZATION/ENTITY).




By: \_\_\_\_\_  
Pro-West & Associates Project Manager

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

Date: 10/07/2022

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

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> February 7, 2023
Reports & Recommendations	<b>AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGETS FOR THE SANITARY SEWER FUND TO PROVIDE \$1,022,930.00 OF MILWAUKEE METROPOLITAN SEWERAGE DISTRICT FUNDS FOR PRIVATE PROPERTY INFLOW AND INFILTRATION PROJECTS</b>	<b>ITEM NO.</b>  D.6.

**BACKGROUND**

Milwaukee Metropolitan Sewerage District (MMSD) allocates funding for member communities to address excessive clear water that enters the sanitary sewer system from private property sources, known as private property inflow and infiltration (PPII).

On December 20, 2022, Common Council authorized the execution of two funding agreements with MMSD for PPII projects. These are documented in Resolutions 2022-7928 for \$972,690.00 and 2022-7926 for \$50,240.00.

Agreements for the engineering to work on these projects are elsewhere on the agenda for the February 7, 2023.

**ANALYSIS**

This budget amendment is needed to start the work on these projects.

Note that the project associated with Resolution 2022-7926 will likely need to be increased when the investigative work is done and how to fix any issues it identifies. This will be accompanied by a new funding agreement.

**OPTIONS**

Authorize the budget amendment.

**FISCAL NOTE**

Using the proposed MMSD PPII funding, there is no net impact to City budgets. These grants will be reimbursed to the City. This grant money will be income to 61-0000-4150 Other Grants and dispersed in 61-0731-5829 Sanitary Sewer Rehab.

**COUNCIL ACTION REQUESTED**

A motion to adopt Ordinance 2023-\_\_\_\_\_, an ordinance to amend Ordinance 2022-2521, an ordinance adopting the 2023 annual budgets for the sanitary sewer fund to provide \$1,022,930.00 of Milwaukee Metropolitan Sewerage District funds for private property inflow and infiltration projects.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2023 \_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2022-2521,  
AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGETS FOR THE  
SANITARY SEWER FUND TO PROVIDE \$1,022,930.00 OF  
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT (MMSD) FUNDS FOR  
PRIVATE PROPERTY INFLOW AND INFILTRATION PROJECTS

---

WHEREAS; the Common Council of the City of Franklin adopted the 2023 Annual Budgets for the City of Franklin on November 15, 2022; and

WHEREAS; the Milwaukee Metropolitan Sewerage District (MMSD) has developed and funded a private property infiltration and inflow (PPII) program; and

WHEREAS; MMSD and the City have executed two funding agreements M10005FR01 and M10005FR2 where MMSD funding will pay for PPII efforts in Franklin.

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That the 2023 Budget for the Sanitary Sewer Grant Fund 61 be amended as follows:

*Funding*

0000-4150 Other Grants Increase \$1,022,930.00

*Appropriation / Expenditure*

0731-5829 Sanitary Sewer Rehab- Storm Sump Pump Discharge Lines  
Increase \$972,690.00

0731-5829 Sanitary Sewer Rehab- Manufactured Home PPII  
Increase \$50,240.00

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to post a notice of this budget amendment within fifteen days of adoption of this ordinance on the city's web site.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:


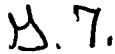
\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_ NOES \_\_\_\_ ABSENT \_\_\_\_

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> February 7, 2023
Reports & Recommendations	<p style="text-align: center;"><b>A Resolution Authorizing Clark Dietz, Inc. to Provide Private Property Inflow and Infiltration Investigative Work for Manufactured Home Communities at 6361 S. 27th Street (TKN 714-9993-004) and 6405 S. 27th Street (TKN 714-9994-001) in the Amount of \$50,240</b></p>	<b>ITEM NO.</b>  

**BACKGROUND**

Milwaukee Metropolitan Sewerage District (MMSD) allocates funding for member communities to address excessive clear water that enters the sanitary sewer system from private property sources, known as private property inflow and infiltration (PPII).

There is a sewershed in the northeast corner of the City that is known to have the highest rate of clear water infiltration and this sewershed includes over 154 manufactured homes on properties owned by Franklin Mobile LLC (6361 S. 27<sup>th</sup> Street) and Badger MHP LLC (6405 S. 27<sup>th</sup> Street). On December 20, 2022, Common Council authorized a \$50,240 funding agreement with MMSD to hire a consultant to fully investigate the private sewers within the manufactured home communities for defects that would add clear water infiltration to the sanitary sewer system.

Clark Dietz, Inc. has been assisting Staff in the development of this project and the procurement of the MMSD funding agreement.

**ANALYSIS**

Staff has reviewed the enclosed agreement with Clark Dietz and all efforts appear to be appropriate. The fee is a not-to-exceed amount and matches what is in the MMSD funding agreement.

**OPTIONS**

Authorize the attached agreement with Clark Dietz, or other direction to Staff.

**FISCAL NOTE**

Using the proposed MMSD PPII funding, there is no net impact to City budgets. This grant will be reimbursed to the City. There is a budget amendment proposed adding Sewer funds to 61-0000-4150-Other Grants. This project will be established in the 61-0731-5829 Sanitary Sewer Rehab.

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution 2023-\_\_\_\_\_, a resolution authorizing Clark Dietz, Inc. to provide private property inflow and infiltration investigative work for manufactured home communities at 6361 S. 27th Street (TKN 714-9993-004) and 6405 S. 27th Street (TKN 714-9994-001) in the Amount of \$50,240.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023 - \_\_\_\_\_

A RESOLUTION AUTHORIZING CLARK DIETZ, INC. TO PROVIDE PRIVATE PROPERTY INFLOW AND INFILTRATION INVESTIGATIVE WORK FOR MANUFACTURED HOME COMMUNITIES AT 6361 S. 27TH STREET (TKN 714-9993-004) AND 6405 S. 27TH STREET (TKN 714-9994-001) IN THE AMOUNT OF \$50,240

-----  
WHEREAS, Milwaukee Metropolitan Sewerage District (MMSD) has developed and funded a private property infiltration and inflow (PPII) program; and

WHEREAS, there is a known excessive clear infiltration problem in a certain sewershed located in the northeast corner of the City that contains two manufactured home communities with over 154 manufactured homes; and

WHEREAS, the City has an executed funding agreement M10005FR02 with MMSD to investigate the private sewer systems for these mobile home communities located at 6361 S. 27<sup>th</sup> Street and 6405 S. 27<sup>th</sup> Street; and

WHEREAS, Clark Dietz, Inc. provides professional engineering services relevant to this project and whose scope of services are contained within the MMSD funding agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the Mayor and City Clerk are authorized to execute an agreement with Clark Dietz, Inc. to perform Engineering Services in accordance with MMSD funding agreement as outlined in the Milwaukee Metropolitan Sewerage District funding agreement M10005FR02 in the amount of \$50,240.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_



## A G R E E M E N T

This AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and **Clark Dietz, Inc.** (hereinafter "CONTRACTOR"), whose principal place of business is **759 N. Milwaukee St., Suite 624, Milwaukee WI 53202.**

## W I T N E S S E T H

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide Inflow and Infiltration Source Identification Engineering Services in accordance with MMSD funding agreement between Milwaukee Metropolitan Sewerage District (MMSD) and CLIENT M10005FR02;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows:

### I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for Inflow and Infiltration Source Identification Engineering Services in accordance with MMSD funding agreement between Milwaukee Metropolitan Sewerage District (MMSD) and CLIENT M10005FR02, as described in CONTRACTOR's proposal to CLIENT dated **February 1, 2023,** annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

## II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at CONTRACTOR's standard billing rates with a not-to-exceed budget of **\$50,240**, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of **\$50,240**. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

## III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

## IV. ASSISTANCE AND CONTROL

- A. Glen Morrow, City Engineer will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.

- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Mustafa Emir, CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

**V. TERMINATION**

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

**VI. INSURANCE**

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. General/Commercial Liability	\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate,  <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
B. Automobile Liability	\$1,000,000 combined single limit  <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$10,000,000 per occurrence for bodily injury, personal injury, and property  <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>

D. Worker's Compensation and Employers' Liability	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
E. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured for General Liability.

**VII. INDEMNIFICATION AND ALLOCATION OF RISK**

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

**VIII. TIME FOR COMPLETION**

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of February 8, 2023.

**IX. DISPUTES**

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

**X. RECORDS RETENTION**

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

## **XI. MISCELLANEOUS PROVISIONS**

- A. **Professionalism.** The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. **Pursuant to Law.** Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. **Conflict of Interest.** CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.
- D. **This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.**

**XII. CONTROLLING TERMS AND PROVISIONS**


The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN

CLARK DIETZ INC

BY: \_\_\_\_\_  
Stephen R. Olson, Mayor

BY:  \_\_\_\_\_  
Mustafa Emir, PhD, PE, EVP

DATE: \_\_\_\_\_

DATE February 1, 2023

BY \_\_\_\_\_  
Sandra L. Weselowski, City Clerk

DATE \_\_\_\_\_

BY \_\_\_\_\_  
Denise Gilbert, Director of Finance and  
Treasurer

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Jesse A. Wesolowski, City Attorney

DATE: \_\_\_\_\_



January 31, 2023

Glen E. Morrow, PE  
City Engineer / Director of Public Works / Utility Manager  
City of Franklin  
9229 W. Loomis Rd.  
Franklin, WI 53132

RE: **ATTACHMENT A**  
**2023 City of Franklin PPII Engineering Services**

Dear Glen,

We appreciate your invitation to submit a proposal to participate in Franklin's MMSD funded PPII program. We intend to fulfill the requirements of this project by partnering with Baxter and Woodman Inc.

Our services will be led by myself, as the main contact and expert. During the delivery of the project, additional expertise or effort will be provided by a combined team of Clark Dietz and Baxter and Woodman. All services will be provided under my leadership and direction. I will be the sole client contact for a clean and clear communication channel between the project team and the City.

The scope of services proposed under this document is identical to the project description provided to MMSD and incorporated into the MMSD funding agreement M10005FR02.

Accordingly, our not-to-exceed fee for the PPII project described in the above referenced funding agreement will be \$50,240. The scope of services and level of effort breakdown of work items are identical to the workplan included in the MMSD-Franklin Agreement M10005FR02.

Sincerely,  
Clark Dietz, Inc.

Mustafa Emir, PhD, PE  
WI Regional Director

## **Funding Agreement M10005FR02**

### **Private Property Infiltration and Inflow Reduction Agreement**

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West. Seeboth St., Milwaukee, Wisconsin 53204-1446 and the City of Franklin (Municipality) with its municipal offices at 9229 West Loomis, Franklin, Wisconsin, 52132.

WHEREAS, Wisconsin law, through Section 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services, and

WHEREAS, the District is responsible for collecting and treating wastewater from the Municipality's locally owned collection system, and

WHEREAS, the Municipality's sewers collect wastewater from lateral sewers located on private property and owned by private property owners; and

WHEREAS, during wet weather events stormwater enters lateral sewers through defective pipes and leaky joints and connections ("infiltration) and stormwater also enters lateral sewers from foundation drains, improper connections, and other sources ("inflow"); and

WHEREAS, infiltration and inflow increase the amount of wastewater that the District must collect and treat; and

WHEREAS, during wet weather events infiltration and inflow ("I/I") into privately owned sewers contributes to the risk of sewer overflows; and

WHEREAS, the District has established the Private Property Infiltration and Inflow Reduction Program (Program) to provide guidelines, requirements, and a funding structure for municipalities to complete I/I reduction work on private property through the District Private Property Infiltration and Inflow Policy (Policy); and

WHEREAS, the Municipality wishes to participate in the Program;

NOW, THEREFORE, in consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

#### **1. Term of Agreement**

This Agreement becomes effective immediately upon signature by both parties and shall remain in effect until the earliest of (1) the Municipality receiving final payment from the District, (2) April 1, 2023, or (3) termination of this Agreement as otherwise set forth herein.

#### **2. District Funding**

The District shall reimburse the Municipality in an amount not to exceed \$50,240 for approved private property I/I costs incurred through the work described in Attachment A ("the Work"). Provided the Municipality is in compliance with the terms of this Agreement, the District funding shall be provided on a reimbursement basis in accordance with Section 8 below.



No reimbursement will be made for costs incurred prior to the effective date of this Agreement, or for costs that are not supported by documentation as outlined by this Agreement.

### **3. Program Publicity and Outreach Requirements**

The Municipality shall identify the District as a funder in informational literature and signage relating to the Work. Samples of all public involvement/public education documents shall be provided to the District for review prior to being distributed to the public.

A minimum of a one (1) week notice of any public meetings shall be provided to the District. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.

### **4. Selection of Professional Service Providers by Municipality**

The selection of professional service providers to perform Work funded by this Agreement shall be in accordance with the Municipality's ordinances and policies.

### **5. Selection of Non-Professional Service Providers by Municipality**

Pursuant to a public Request for Qualifications process, the District has developed an Approved Contractors List, organized by work type to ensure all Work funded by the District maintains specific quality standards. Those Approved Contractors and their suppliers can submit products they intend to utilize for inclusion in the District's Approved Products List. The appropriate subset of the Approved Contractor List and the Approved Products List shall be utilized as part of Municipality's bidding process for contracts to perform Work funded by this Agreement.

In addition to the above, all non-professional service providers to perform Work funded by this Agreement shall be procured in accordance with both State of Wisconsin statutes and regulations and the Municipality's ordinances and policies. Whenever Work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request, and the Municipality must provide an opinion from a licensed attorney representing the Municipality stating that the procurement is in compliance with State of Wisconsin law and Municipal ordinances.

In addition:

- a. The Municipality shall provide the District with the opportunity to review and comment on the complete set of bidding documents prior to solicitation of bids, quotes, or proposals as set forth in Attachment B;
- b. Municipality shall provide the District with all bids and proposals for review prior to the award of the contract, as set forth in Attachment B. The District reserves the right to revoke funding based on project award to contractors who are not on the District's list of Authorized Contractors.

## **6. Non-professional Service Contract Terms and Conditions**

The Municipality agrees to include Attachment C in all non-professional service contracts relating to the Work. Failure to include Attachment C in the non-professional service contracts will constitute a material breach of this Agreement.

## **7. Contractor Pay Applications**

Prior to the Municipality paying contractors for Work funded by this Agreement, the District shall be provided an opportunity to review and endorse the contractor pay applications. The Municipality shall submit contractor pay applications for review via email to its assigned PPII Project Manager. All contractor's pay applications shall include supporting documentation certifying that the Municipality has received and reviewed a proportionate amount of contract deliverables for which the Contractor is responsible.

The District shall review pay applications within seven (7) calendar days of submission. If the Municipality does not receive a response from the District within seven (7) calendar days, the application shall be considered approved.

## **8. Procedure for Reimbursement**

The Municipality shall submit reimbursement requests to the District a minimum of two (2) times throughout this Agreement.

Each reimbursement request shall include:

- a. An invoice from the Municipality clearly stating the requested reimbursement amount;
- b. All consultant invoices, approved contractor pay applications, and other expense invoices;
- c. All deliverables listed in Attachment B, are proportionate and applicable to the Work completed as related to the request.
- d. Invoices from consultants shall provide the hourly billing rates, the hours worked by individuals, and a summary of the completed tasks.

Reimbursement requests should be submitted within a reasonable period of time of the costs being incurred. The initial reimbursement request shall be submitted prior to 50% of Work being completed. The final reimbursement request shall be submitted upon completion of all Work. All reimbursement requests must be received prior to the expiration of this Agreement.

Reimbursement requests and supporting documentation of costs shall be submitted through eBuilder. The corresponding deliverables shall be submitted as set forth in Attachment B. Questions should be directed to the District Senior Project Manager (SPM):

Rebecca Specht, P.E.  
Senior Project Manager  
Milwaukee Metropolitan Sewerage District  
260 West Seeboth Street.  
Milwaukee, WI 53204-1446

Final payment will not be provided until the Work is complete and all deliverables set forth in Attachment B have been received.

#### **9. Changes in Work and Modifications to the Agreement**

Any proposed changes to the Work must be submitted to the District, in writing, in advance of the Work being completed. The District will not reimburse for Work that is not included in Attachment A (including all professional services and non-professional services contracts procured through the Work outlined in Attachment A) unless prior written approval has been requested from the District and approval has been obtained through the eBuilder change process.

This Agreement may be modified only in writing signed by both parties or through the eBuilder change process.

#### **10. Responsibility for Work**

The Municipality is responsible for overseeing construction and shall provide full time construction inspection for all Work. Each inspector shall be experienced, qualified, and certified for the scope of the Work.

#### **11. RESERVED**

#### **12. Permits, Certificates and Licenses**

The Municipality is solely responsible for ensuring compliance with all federal, state and local laws requiring permits, certificates and licenses required to implement the Work.

#### **13. Insurance**

The District shall not provide any insurance coverage of any kind for the Work or for the Municipality. Municipality shall ensure that each contractor and subcontractor have adequate insurance to perform the Work and names the Municipality as an additional insured on its Commercial General Liability Insurance policies.

#### **14. Terminating the Agreement**

The District may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, the District may terminate the Agreement only for good cause, such as, but not limited to, breach of agreement by the Municipality. The Municipality may terminate the Agreement at any time but will not receive any payment from the District if the Work is not completed.

#### **15. Exclusive Agreement**

This is the entire Agreement between the Municipality and the District regarding reimbursement for Work.

#### **16. Severability**

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

#### **17. Applicable Law**

This Agreement is governed by the laws of the State of Wisconsin.

### **18. Resolving Disputes**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, either party may take the matter to court.

### **19. Notices**

Unless otherwise set forth herein, all notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement; or
- three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

### **20. No Partnership**

This Agreement does not create a partnership relationship nor give the Municipality the apparent authority to make promises binding upon the District. The Municipality does not have the authority to enter into contracts on the District's behalf.

### **21. Assignment**

The Municipality may not assign any rights or obligations under this Agreement without the District's prior written approval.

### **22. Public Records**

The Municipality agrees to cooperate and assist the District in the production of any records in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, §§19.31-19.39, Wis. Stats. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from the Municipality's failure to comply with this requirement.

Milwaukee Metropolitan Sewerage  
District

City of Franklin

By:

\_\_\_\_\_  
Kevin L. Shafer, P.E., Executive  
Director

By:

\_\_\_\_\_  
Stephen R. Olson, Mayor

Date:

Date:

By:

\_\_\_\_\_  
Peggy Steeno, Director of Administration

Date:

By:

\_\_\_\_\_  
Denise Gilbert, Director of Finance

Date:

By:

\_\_\_\_\_  
Karen L. Kastenson,  
Director of Clerk Services/City Clerk

Date:

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Attorney for the District

\_\_\_\_\_  
Jesse Wesolowski, City Attorney

**ATTACHMENT A**  
**Municipality Work Plan**



PARTNERS FOR A CLEANER ENVIRONMENT

2021 PPII Work Plan

This checklist / template serves as the standard form for submitting a Work Plan to MMSD as a request to commit funds from your Municipal Funding Allocation Account to a project proposed for reimbursement through the MMSD PPII Reduction-M Program. If approved, the Work Plan will be the basis for a Funding Agreement between the municipality and MMSD. Please complete all fields comprehensively and submit this electronically-fillable-form and supporting document attachments via email.

**I. CONTACT INFORMATION**

<b>Municipality</b>	
Applicant Name: Glen E. Morrow, PE	Municipality: City of Franklin
Mailing Address: 9229 W Loomis Rd., Franklin WI 53132	
Phone #: 414-425-7510	Email: gmorrow@franklinwi.gov
Primary Contact: Glen Morrow, PE	Primary Contact email: gmorrow@franklinwi.gov
Primary contact phone #: 414-25-7510	
<b>Consultant (if applicable)</b>	
Firm: Clark Dietz Inc.	Consultant's PM's Name: Mustafa Emir
Consultant Email: mustafa.emir@clarkdietz.com	Consultant Phone number: 414-315-1933

## II. PROPOSED SCOPE OF WORK

<p>1. What type of work will be included in this work plan application? Check all applicable.</p> <p><input type="checkbox"/> Planning    <input type="checkbox"/> Investigative    <input type="checkbox"/> Construction/Rehab    <input type="checkbox"/> Post Project Evaluation    <input type="checkbox"/> Training</p> <p><input type="checkbox"/> Other</p>	
<p>2. What is the total value of the request by the municipality for funding through the PPII program for work outlined in this work plan?                      \$ 50,240.00</p>	
<p>3. Provide the scope of work that will be included in this work plan.</p> <p>The work plan consists of excessive observed inflow and infiltration in sewershed FR1010 in the City of Franklin. The sewershed consists of a private Trailer Park community and according to data published in the MMSD 2050 Facility Plan, the sewershed has the highest peak I-I in the City. The scope of work includes the following elements:</p> <p>1- Outreach and communications with the property owner in the project area                  2- Management of consent forms, assessment of eligibility, record keeping                  3- Field assessment of private sewers in the Trailer Park, including CCTV                  4- Illegal or unintended clear water inflow source investigation                  5- Report on findings, list of potential I-I sources, and recommended rehabilitation activity</p> <p>There are 2 properties in the sewershed and the total number of trailers on the premises is 154. There is also a stream crossing the properties from north to south - potentially adding to I-I concerns.</p>	
<p>4. What entity is responsible for each work scope item e.g. municipality staff, consultant, contractor, District, etc.</p> <p>Public Outreach: Consultant/City staff                  Communications: Consultant/City staff                  Field data collection: Consultant                  CCTV: Contractor                  Illicit or unintended connections survey: Consultant/City Staff                  Data Analysis: Consultant                  Report: Consultant</p>	
<p>5. What is the total number of properties in the project area?                      2</p>	
<p>6. What is the assumed number of participating properties?                      2</p>	
<p>7. What is your justification for the assumed participation rate?</p> <p><input type="checkbox"/> Prioritization of properties based on investigative work                      <input checked="" type="checkbox"/> Assumed percent of total based on previous projects                      <input type="checkbox"/> Existing ROE agreements</p> <p><input type="checkbox"/> Other (Fill in Blank):</p>	



### III. PROJECT AREA CHARACTERISTICS

1. What is the predominant age of the homes in the project area? <input type="checkbox"/> Pre 1940's <input type="checkbox"/> 1940 – 1960 <input checked="" type="checkbox"/> 1961-1980 <input checked="" type="checkbox"/> 1981-Present				
2. What is the average lot size within the project area?		10	<input type="checkbox"/> SF <input checked="" type="checkbox"/> Acres	
3. In this area, is it typical that foundation drains are connected?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. What sewershed(s) or metershed(s) is this project located in? FR 1010 - northeast corner of the City. Project location map is provided with this work plan.				
5. Collection system characteristics in project areas:				
Approximate year sanitary sewer was installed:	Host Pipe Material(s):	Pipe Size(s):	Pipe Shape(s):	
1980	<input checked="" type="checkbox"/> VCP <input type="checkbox"/> Ductile Iron <input type="checkbox"/> Cast-Iron <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Asbestos <input checked="" type="checkbox"/> PVC	8-10 inches	<input checked="" type="checkbox"/> Circular <input type="checkbox"/> Other	
6. Within the project area, is the mainline rehabilitated?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes," provide details on the year(s) the work was completed, the type and location of rehabilitation used, and if any rehabilitation of the sanitary sewer laterals within the ROW was completed.				

7. Will public infrastructure work be contracted or completed with the private property work?

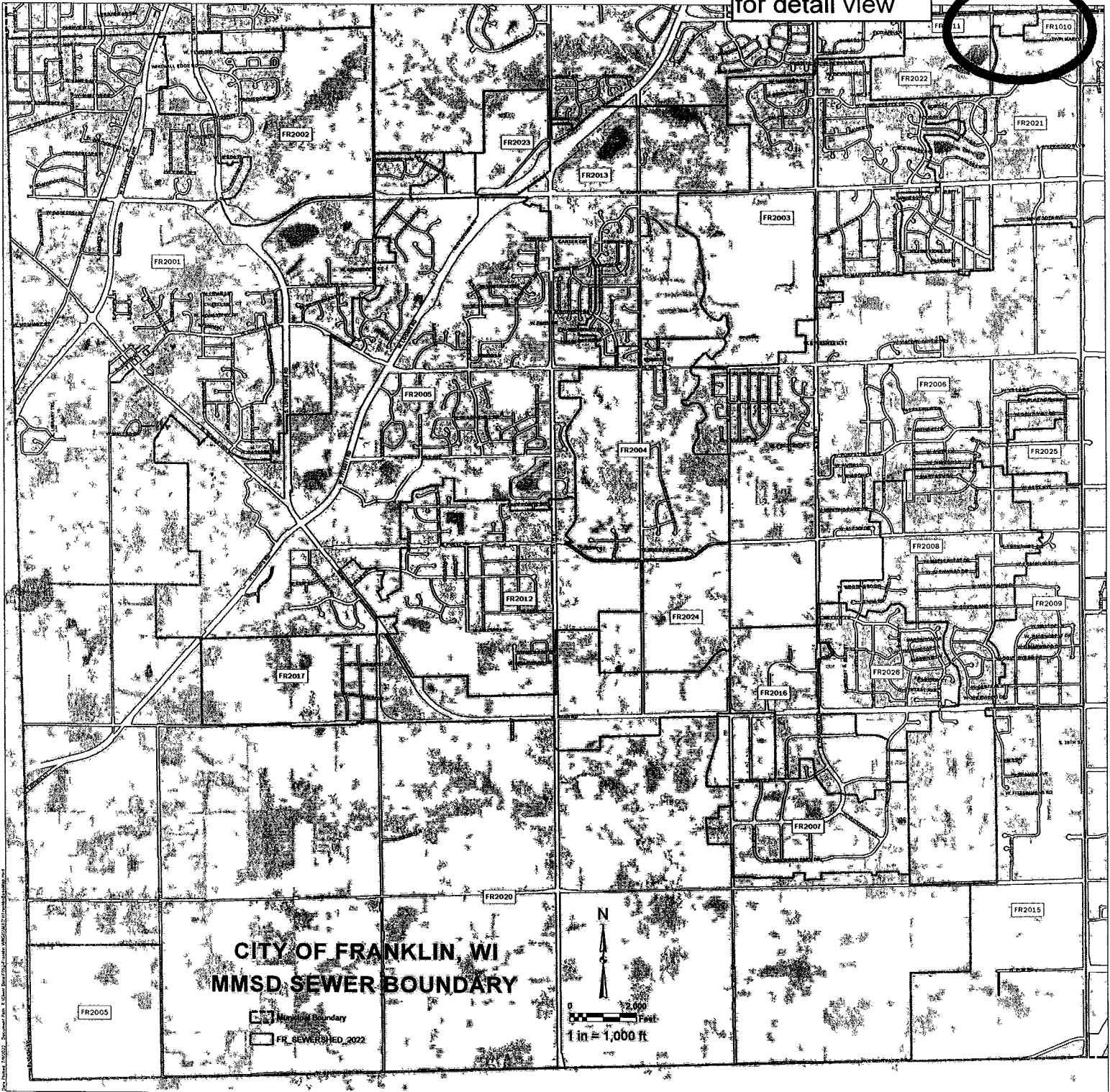
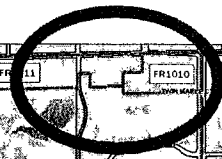
Yes  No

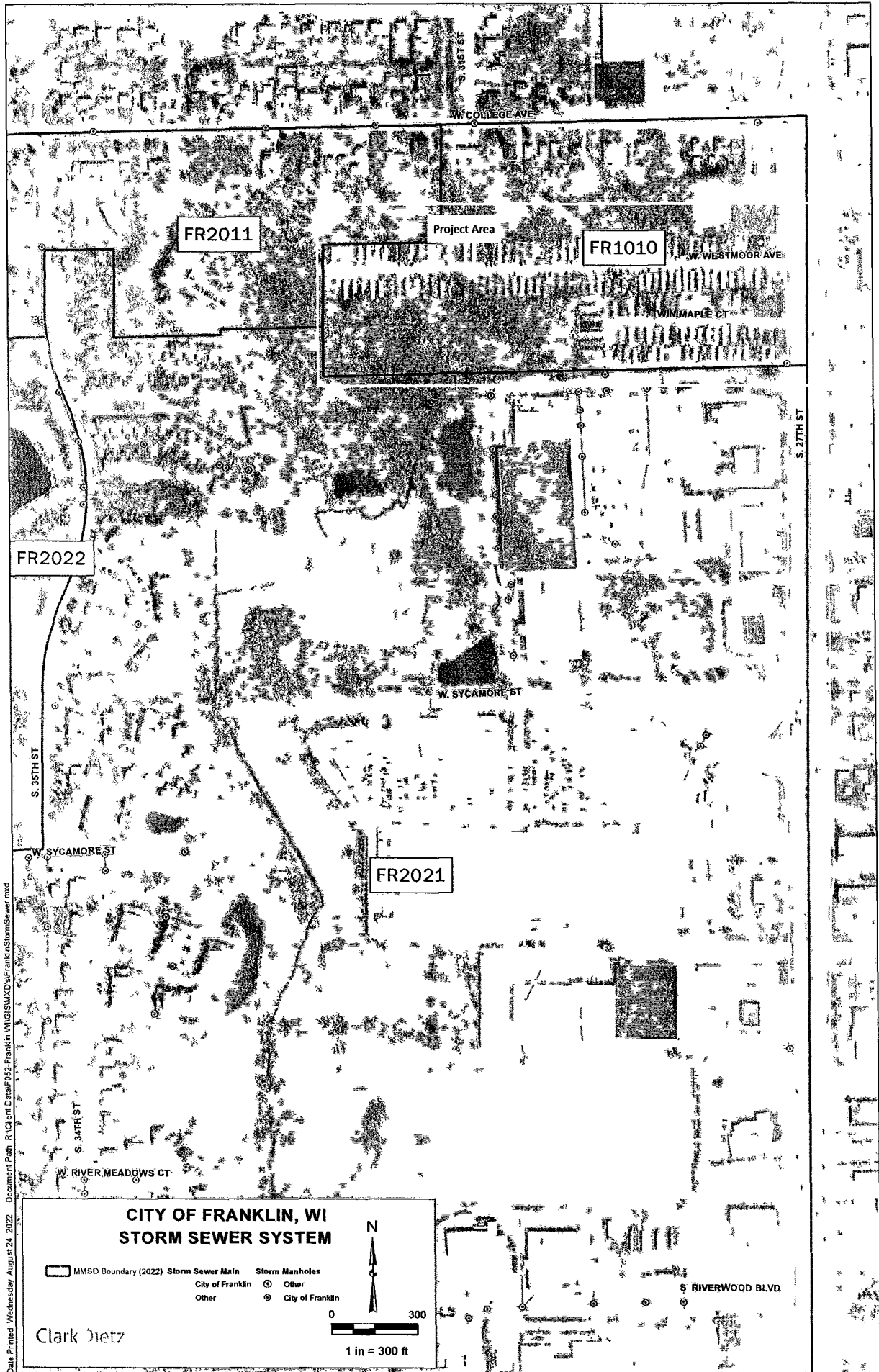
If "Yes", provide details of the public work.

8. Include with your application, two maps; one of the limits of the sewershed(s) or metershed(s) the project is in, and one of the project limits. The maps shall meet the following requirements.

- Maps shall use a streets or aerial view as base map.
- Major street names shall be labeled and legible.
- Limits of the sewershed(s), metershed(s), and project limits shall be defined by a bold red line.
- Sanitary and storm system line work shall be shown at a scale appropriate to the scale of the drawing
- A north arrow and legend shall be included.
- Maps shall be between 5 and 40 scale and to a standard paper size i.e. 8.5"x11, 11"x17", etc.
- Maps shall be submitted as PDF electronic files.








project area -  
see next page  
for detail view



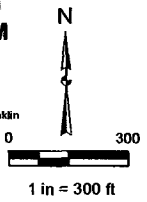


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**CITY OF FRANKLIN, WI  
STORM SEWER SYSTEM**

- |  |  |  |
|--|--|--|
|  MMSD Boundary (2022) |  Storm Sewer Main |  Storm Manholes   |
|  |  City of Franklin |  Other            |
|  |  Other            |  City of Franklin |

Clark Dietz



#### IV. PROJECT JUSTIFICATION

1 Has any planning and/or investigative work within the project area been completed to date? (i.e. Flow monitoring, interior home inspections, sewer CCTV, analysis of flooding/backup issues in the area, etc.)  Yes  No

If "Yes," was the work completed through a previous PPII funding agreement?  Yes  No

If the answer is "Yes" to both questions, describe the work completed and cite report names and funding agreement reference numbers the work was completed under.

If work was completed independent of the PPII program, included the report(s) with application in electronic format and list the name of the report in this section.

According to the data published in the MMSD 2050 Facility Plan, FR1010 has the highest peak I-I in the City. This sewershed consists of just two parcels with 154 trailers located on it. All of the sewers and laterals serving the trailers are private and the City believes that these sewers are the main cause of concern. In addition, a stream crosses the property and trailers are on either side of it - therefore we have strong evidence that the sewers and laterals cross the stream, offering yet another location of high infiltration potential.

2 Describe how the project area and approach was chosen and prioritized.

The presence of significant private sewer collection system, coupled with an extremely dense trailer service lateral layout, and with the added stream crossing on the property, have led Franklin to decide to address the highest observed peak I-I sewershed in the City. The intent is to conduct this investigative work, followed by rehabilitation and corrective action to remove this source of clear water from the City's sewer collection system. The peak I-I flows are indicated in the following table.

3 What is the status of all project area sewershed(s)/metershed(s) as related to the District Chapter 3 rules for wet weather performance?

Non-compliant  Compliant  Inconclusive  Not Analyzed

If "Noncompliant," has PPII work been completed to date within the Project Area metershed(s)? If yes, provide details on the scope of work completed and location.

The compliance determination for sewershed FR1010 was completed in 2011.

4 Does the municipality have any permitted (or unpermitted) wet-weather bypass locations in the project area?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide approximate frequency and average volume per frequency for over the last ten years.	
5 Does the project area have a history of CSOs or SSOs?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide the frequency of occurrences over the last ten years.	
6. Does the municipality have recurring basement backup reports in the project area?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", please provide the average annual number of reports in the last ten years and the estimated storm recurrence interval that typically causes basement backups.	
7 Do you have metering, lift station run time, bypass pumping, basement backup, or any other pre-project baseline data?	<input type="checkbox"/> Yes – go to item 8 <input checked="" type="checkbox"/> No – go to item 9
8 Describe and detail information on the pre-project baseline data you have collected including type, location, and date ranges. If a MMSD meter is used as a source for this data, provide meter name and location.	

9 Do you plan on collecting pre-project baseline data as part of this project?  Yes – go to item 10  
 No – go to item 11

10. Describe the pre-project data that will be collected to provide a baseline for improvement? If you intend to use the MMSD portable meters, list the quantity, expected time frame installation and monitoring period.

The City is/will be requesting pre-project metering to acquire additional data for this project. The request form for the installation of this meter has been prepared and will be submitted to MMSD in November 2022.

11. How do you intend to report project performance results? (metrics and target objectives of the project)

The project goal is to identify existing intended and unintended inflow sources, defective service connections, and infiltration sources in the private collection system at the property.

Once completed, the report will provide a comprehensive list of these defects and offer rehabilitation methods for design and construction activities to stop the clear water inflow into the City sanitary collection systems in the area.

## V. PROJECT GOALS

1. What are the municipality's goals and objectives for the completed project? Please provide qualitative and quantitative measurables for success as they relate to the goals and objectives.

The goal of this project is to identify suspected causes and modes of inflow and infiltration into the privately owned sewer collection network provately owned by the owner/operator of this triler park.

Franklin suspects that the I-I originating from these private sewers are the predominant reason for the high wet weather flows in this sewershed.

Once the nature of the I-I sources are identified, the City intends to undertake a rehabilitation project to reduce wet weather flows in the sewershed.

## VI. SCHEDULE

Include a schedule of the work with all major tasks and milestone dates for completion including District and municipal administrative approvals, local board/council approvals, work task start and finish, public outreach, deliverables, and reimbursements. The schedule needs to be realistic and achievable based on District approval timelines, local approval timelines, bidding process timelines, work production rates, and weather-related considerations. Identify and highlight any milestone dates by which the municipality is requesting the District to meet to keep your schedule (e.g. local council or board agenda deadlines).

Provide the schedule in PDF format.



**City of Franklin 2022 PPII FR1010 Investigation - Proposed Schedule**

TASK	DESCRIPTION	2022			2023	
		OCT	NOV	DEC	JAN	FEB
1	Project outreach and communications with the property owners and managers					
2	Consent Forms - property owner/resident coordination					
3	Field Assessment of private sewers and laterals					
4	I-I source investigative Effort					
5	Report Preparation					

## VII. FINANCIALS

1. Include a comprehensive cost estimate broke down to the task level which includes costs for: all internal municipal staff time which is being requested to be reimbursed, professional services including hours estimates and rates, construction costs by estimated units and estimated unit costs, inspection services, public outreach, and staff training. Attach an Excel version of the estimate to the application when submitting.

2. Are other funding sources, besides MMSD PPII funds, contributing to the total project  Yes  No  
cost? i.e. municipal funds, grant funding, property owner cost share, etc.

If "Yes," list all addition funding sources, the specific work which will be covered by an additional funding sources, and the value.

3. Describe your anticipated frequency of reimbursement requests to the District. (The funding agreement terms may dictate this frequency depending on the type of work).

Every 60 days.

4. What department/individual/entity will be submitting and processing the reimbursement requests?  
Please include the name and contact information.

Glen Morrow, City Engineer/Director of Public Works, City of Franklin

**City of Franklin 2022 PPII FR1010 Investigation - Proposed Fee Estimate**

TASK	DESCRIPTION	Project Principal	Project Manager	Engineer	Technician	TOTALS
		\$225	\$195	\$155	\$125	
1	Project outreach and communications with the property owners and managers	8	8	8		24
2	Consent Forms - property owner/resident coordination		8	8		16
3	Field Assessment of private sewers and laterals	8	16	40		64
4	I-I source investigative Effort	8	16	40		64
5	Report Preparation		20	40	24	84
	<b>Total Hours</b>	24	68	136	24	252
	<b>Total Professional Fee</b>	\$5,400	\$13,260	\$21,080	\$3,000	\$42,740
	<b>Field Investigation Contractor - CCTV allowance</b>					\$7,500
	<b>TOTAL PROJECT BUDGET</b>					\$50,240

5. MMSD requires all invoicing to be submitted via e-Builder. Will e-Builder training be necessary for the department/individual/entity that will be submitting and processing the reimbursement requests?  Yes  No

6. Describe the municipal process(es) for procurement of all professional and non-professional (field work and construction) components of work and the basis for each.

For professional Services, the City of Franklin has a QBS process for the award of professional services.

Non-Professional services are awarded on the lowest price submitted by the most responsible provider. Low bids and a thorough reference check, including, legal review are the basis of this selection.

7. Explain the means and methods for segregating the costs (MMSD reimbursable costs and public work costs).

All anticipated work associated with this project will be according to thsi workplan and no segregation of project financials will be needed.

8. Provide the names and position titles of all municipal staff that will be required to sign the funding agreement. (i.e. mayor, city/village administrator, city/village clerk, city attorney, etc.)

Name: Stephen R. Olson

Position Title: Mayor

Name: Peggy Steeno

Position Title: Director of Administration

Name: Denise Gilbert

Position Title: Director of Finance

Name: Jesse Wesolowski

Position Title: City Attorney

Name:

Position Title:

Name:

Position Title:

## VIII. PUBLIC OUTREACH

- 1 Describe in detail your public outreach approach and what entity/individuals/departments will be responsible for the public outreach. Describe the venues and platforms that will be used. Describe the timing and anticipated level of effort that is anticipated to be necessary for the public outreach effort. Describe any public outreach work that has already been completed or is in progress. If a specific person or entity is responsible for public outreach, include the name and contact information. (Examples of public outreach include, but are not limited to; mailings, websites, social media, canvassing, public meetings, etc.)

Due to the unique ownership situation of this private collection network, the City will only interface with the two owners of the trailer park, Franklin Mobile Home Estates and Badger Mobile Homes. The owner of Franklin Mobile Home Estates has already been appraised of the project, and the City is currently in process of contacting the owners of Badger Mobile Homes.

The City intends to have a close working relationship with these owners throughout the project duration.

**ATTACHMENT B**  
**Agreement Deliverables**

Pre-Construction Deliverables (To be submitted as indicated prior to beginning of construction):

1. A minimum of a one (1) week notice of any project meetings shall be provided to the District SPM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
2. Draft specifications, plans, and bidding documents shall be submitted to the District SPM via the District Municipal Portal in PDF or Word format a minimum of one (1) week prior to bidding.
3. Final bid documents shall be provided to the District SPM via the District Municipal Portal in PDF format for review and approval prior to the advertisement of the contract for bid.
4. Bid results from all procurement processes associated with the project shall be provided to the District SPM via the District Municipal Portal in PDF format upon close of the bid process prior to award of contract.
5. Submit a template Right of Entry (ROE) Agreement for District review prior to distribution to property owners for signatures via the District Municipal Portal in PDF or Word format. Each ROE Agreement secured by the Municipality shall include a provision allowing the District and Municipality to enter the property for a period of three (3) years following construction for warranty inspections or project performance evaluations contingent on notification of the property owner.
6. Electronic copies of the executed contract documents shall be provided to the District SPM prior to the Municipality's issuance of the Notice to Proceed via the District Municipal Portal in PDF format

Construction Deliverables (To be submitted as indicated and will be reviewed with any reimbursement request):

7. All Contractor/consultant submittals to the Municipality shall be reviewed and approved by the municipal engineer or designee and supplied to the District prior to the commencement of the work contained in the submittal via the District Municipal Portal in PDF format.
8. A minimum of a one (1) week notice of any project meetings shall be provided to the District SPM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
9. An accurate schedule of field activities shall be provided to the District SPM via email or telephone call at least one week in advance of activity commencement.
10. Progress reports on project activities and public involvement activities shall be provided to the District SPM via email on a monthly basis.
11. All construction contract deliverables organized, formatted, and delivered as specified by the contract as approved by the District. Samples of deliverable formats are recommended to be provided to the District prior to construction.

Post-Construction Deliverables (To be submitted prior to final reimbursement being processed):

**ATTACHMENT B**  
**Agreement Deliverables**


12. The Final Project Summary Report shall be submitted to the District SPM via the District Municipal Portal I in PDF format, prior to the final reimbursement request. The template that must be used can be found on the District's website: [Project Summary Report Template \(https://www.mmsd.com/government-business/rules-regulations/private-property-i-i\)](https://www.mmsd.com/government-business/rules-regulations/private-property-i-i).
13. Copies of the Right of Entry or Access Agreements for each homeowner shall be submitted to the District SPM as one document via the District Municipal Portal in PDF format.
14. Provide all post-construction CCTV inspection videos to the District via t4 Vault with associated metadata.
15. A copy of the summary of findings for the meter analysis completed by the Consultant submitted to the District SPM via the District Municipal Portal I in PDF format prior to the final reimbursement request.

**ATTACHMENT C**  
**Requirements of Contractor**

Contractor's Work under this Contract is funded in whole or in part by the Milwaukee Metropolitan Sewerage District's Private Property Infiltration and Inflow Program ("Program"). Pursuant to the terms of that Program, the following terms and conditions must be included in all construction contracts. Defined terms shall have the meaning assigned to them in the Funding Agreement between the District and the Municipality, which shall be provided to Contractor upon request. If a term or condition set forth herein conflicts with the terms and conditions set forth in the bid documents, the terms and conditions below take precedence.

1. **Contractor Emergency Response Plan.** Within 14 days of the Notice to Proceed from Municipality, the Contractor shall submit to the Municipality and the District an Emergency Response Plan (ERP). This plan shall include at a minimum the following information: (1) the Contractor's site representative that will be responsible for all emergency calls, 24 hours per day/7 days per week for the duration of the project with all of their contact information; (2) the contact information for the Contractor's foreman; (3) the contact information for each municipal representative that the Contractor will contact, in the event of an emergency; (4) the contact information for the District's Senior Project Manager (5) the contact information for the Clean Up/Dig Up contractor that will be on-call for emergencies throughout the duration of this project; (6) and a detailed narration of the step-by-step sequence of events and communications that the Contractor will take in the event of an emergency throughout the duration of this project.
2. **Retainage:** Retainage shall be held by Municipality in compliance with Wis. Stat. § 66.0901 (9) (b) and shall not be released until the Work is complete, inclusive of the warranty inspection.
3. **Assignment:** The Municipality's obligations under this Contract are fully assignable to the District. The Contractor's consent is not required prior to the Municipality's assignment and the District's assumptions of Municipality's rights hereunder.



<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> February 7, 2023
<b>Reports &amp; Recommendations</b>	<b>A Resolution Authorizing Clark Dietz, Inc. to Provide Professional Design Services for Private Property Sump Pump Discharge Lines in Three Neighborhoods in the Amount of \$226,440</b>	<b>ITEM NO.</b> M.8.

**BACKGROUND**

On December 20, 2022, the Common Council authorized a \$972,690 funding agreement with Milwaukee Metropolitan Sewer District (MMSD) to develop sump pump discharge lines for three neighborhoods:

- FR2005- neighborhood northeast corner of W. Loomis Road and W. Drexel Avenue
- FR2006- neighborhood south of W. Drexel Avenue including S. 56<sup>th</sup> Street and S. 60<sup>th</sup> Street
- FR2012- neighborhood north of W. Puetz Road including S. Golden Lake Way

Clark Dietz, Inc. has been assisting Staff in the development of this project and the procurement of the MMSD funding agreement. Clark Dietz will be the prime contractor and will have Baxter & Woodman assist.

**ANALYSIS**

Staff has reviewed the enclosed agreement with Clark Dietz and all efforts appear to be appropriate. The fee is a not-to-exceed amount and matches what is in the MMSD funding agreement.

Staff will start contacting residents in the project areas to solicit participation. Grant is dependent on participation.

**OPTIONS**

Authorize the attached agreement with Clark Dietz, or other direction to Staff.

**FISCAL NOTE**

Using the proposed MMSD PPII funding, there is no net impact to City budgets. This grant will be reimbursed to the City. There is a budget amendment proposed adding Sewer funds to 61-0000-4150- Other Grants. This project will be established in the 61-0731-5829 Sanitary Sewer Rehab.

**RECOMMENDATION**

A motion to adopt Resolution 2023-\_\_\_\_\_, a resolution authorizing Clark Dietz, Inc. to provide professional design services for private property sump pump discharge lines in three neighborhoods in the amount of \$226,440.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023 - \_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ENTER INTO A PRIVATE PROPERTY INFILTRATION AND INFLOW REDUCTION AGREEMENT-FUNDING AGREEMENT M10005FR01 WITH MILWAUKEE METROPOLITAN SEWERAGE DISTRICT IN THE AMOUNT OF \$972,690

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WHEREAS, Milwaukee Metropolitan Sewerage District (MMSD) has developed and funded a private property infiltration and inflow (PPII) program; and

WHEREAS, there are known excessive clearwater infiltration problems throughout the community that involve redirection of sump pumps to the sanitary sewer system when residents do not have adequate locations to redirect the sump pump discharge lines to the storm drainage systems; and

WHEREAS, there are three targeted neighborhoods/sewersheds identified as proposed areas for this work identified as and located FR2005- neighborhood northeast corner of W. Loomis Road and W. Drexel Avenue; FR2006- neighborhood south of W. Drexel Avenue including S. 56th Street and S. 60th Street; and FR2012- neighborhood north of W. Puetz Road including S. Golden Lake Way; and

WHEREAS, the City intends to finish investigation, design, and construct suitable sump pump lines for these neighborhoods to redirect sump pump discharges to the storm drainage systems; and

WHEREAS, MMSD has developed an agreement where they will fund the cost to construct sump pump discharge lines; and

WHEREAS, funds are available from the MMSD PPII Program to fund this program; and

WHEREAS, the project funding is approved specific to these three targeted neighborhoods, with any funding redistribution requiring Council approval.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the Mayor and Staff are authorized to execute MMSD Funding Agreement M10005FR01 whereby MMSD will fund this PPII work in the amount of \$972,690.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

## A G R E E M E N T

This AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and **Clark Dietz, Inc.** (hereinafter "CONTRACTOR"), whose principal place of business is **759 N. Milwaukee St., Suite 624, Milwaukee WI 53202.**

## W I T N E S S E T H

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide Design Engineering Services in accordance with MMSD funding agreement between Milwaukee Metropolitan Sewerage District (MMSD) and CLIENT M10005FR01;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows:

### I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for Design Engineering Services in accordance with MMSD funding agreement between Milwaukee Metropolitan Sewerage District (MMSD) and CLIENT M10005FR01, as described in CONTRACTOR's proposal to CLIENT dated **January 31, 2023**, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

## II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at CONTRACTOR's standard billing rates with a not-to-exceed budget of \$226,440, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$226,440. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

## III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

## IV. ASSISTANCE AND CONTROL

- A. Glen Morrow, City Engineer will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.

- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Mustafa Emir, CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

## V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

## VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. General/Commercial Liability	\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate,  <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
B. Automobile Liability	\$1,000,000 combined single limit  <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
D. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$10,000,000 per occurrence for bodily injury, personal injury, and property  <i>CITY shall be named as an additional insured on a primary, non-contributory basis.</i>

D. Worker's Compensation and Employers' Liability	Statutory <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law</i>
E. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured for General Liability.

## VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

## VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of February 8, 2023.

## IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

## X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

## **XI. MISCELLANEOUS PROVISIONS**

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.
- D. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

## **XII. CONTROLLING TERMS AND PROVISIONS**


The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN

CLARK DIETZ INC

BY \_\_\_\_\_  
Stephen R Olson, Mayor

BY  \_\_\_\_\_  
Mustafa Emir, PhD, PE, EVP

DATE \_\_\_\_\_

DATE: February 1, 2023

BY \_\_\_\_\_  
Karen L Kastenson, City Clerk

DATE \_\_\_\_\_

BY \_\_\_\_\_  
Director of Finance and Treasurer

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Jesse A Wesolowski, City Attorney

DATE: \_\_\_\_\_





January 31, 2023

Glen E. Morrow, PE  
City Engineer / Director of Public Works / Utility Manager  
City of Franklin  
9229 W. Loomis Rd.  
Franklin, WI 53132

RE: **ATTACHMENT A**  
**2023 City of Franklin PPII Engineering Services**

Dear Glen,

We appreciate your invitation to submit a proposal to participate in Franklin's MMSD funded PPII program. We intend to fulfill the requirements of this project by partnering with Baxter and Woodman Inc.

Our services will be led by myself, as the main contact and expert. During the delivery of the project, additional expertise or effort will be provided by a combined team of Clark Dietz and Baxter and Woodman. All services will be provided under my leadership and direction. I will be the sole client contact for a clean and clear communication channel between the project team and the City.

The scope of services proposed under this document is identical to the project description provided to MMSD and incorporated into the MMSD funding agreement M10005FR01.

Accordingly, our not-to-exceed fee for the PPII project described in the above referenced funding agreement will be \$226,440. The scope of services and level of effort breakdown of work items are identical to the workplan included in the MMSD-Franklin Agreement M10005FR01.

Sincerely,  
Clark Dietz, Inc.

Mustafa Emir, PhD, PE  
WI Regional Director

## **Funding Agreement M10005FR01**

### **Private Property Infiltration and Inflow Reduction Agreement**

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the City of Franklin (Municipality) with its municipal offices at 9229 West Loomis Road, Franklin, Wisconsin, 53132.

WHEREAS, Wisconsin law, through Section 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services, and

WHEREAS, the District is responsible for collecting and treating wastewater from the Municipality's locally owned collection system, and

WHEREAS, the Municipality's sewers collect wastewater from lateral sewers located on private property and owned by private property owners; and

WHEREAS, during wet weather events stormwater enters lateral sewers through defective pipes and leaky joints and connections ("infiltration") and stormwater also enters lateral sewers from foundation drains, improper connections, and other sources ("inflow"); and

WHEREAS, infiltration and inflow increase the amount of wastewater that the District must collect and treat; and

WHEREAS, during wet weather events infiltration and inflow ("I/I") into privately owned sewers contributes to the risk of sewer overflows; and

WHEREAS, the District has established the Private Property Infiltration and Inflow Reduction Program (Program) to provide guidelines, requirements, and a funding structure for municipalities to complete I/I reduction work on private property through the District Private Property Infiltration and Inflow Policy (Policy); and

WHEREAS, the Municipality wishes to participate in the Program;

NOW, THEREFORE, in consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

#### **1. Term of Agreement**

This Agreement becomes effective immediately upon signature by both parties and shall remain in effect until the earliest of (1) the Municipality receiving final payment from the District, (2) January 31, 2024, or (3) termination of this Agreement as otherwise set forth herein.

#### **2. District Funding**

The District shall reimburse the Municipality in an amount proportional to the percentage of participating property owners per Policy 3.1.2.e . not to exceed \$972,690 for approved private property I/I costs incurred through the work described in Attachment A ("the Work"). Provided the Municipality is in compliance with the terms of this Agreement, the District funding shall be provided on a reimbursement basis in accordance with Section 8 below. No reimbursement will

be made for costs incurred prior to the effective date of this Agreement, or for costs that are not supported by documentation as outlined by this Agreement.

Prior to initiating Schedule tasks 3 through 9, the District and Municipality shall review the project property owner participation and determine if the cost/benefit of the proposed work is reasonable. Once the District has reviewed the participation levels with the Municipality, the District will notify the Municipality in writing that the design phase of the project may proceed. If the design and construction phases (Schedule tasks 4 through 9) do not proceed, the costs incurred by the Municipality for Schedule tasks 1 through 3 will be reimbursed.

### **3. Program Publicity and Outreach Requirements**

The Municipality shall identify the District as a funder in informational literature and signage relating to the Work. Samples of all public involvement/public education documents shall be provided to the District for review prior to being distributed to the public.

A minimum of a one (1) week notice of any public meetings shall be provided to the District. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.

### **4. Selection of Professional Service Providers by Municipality**

The selection of professional service providers to perform Work funded by this Agreement shall be in accordance with the Municipality's ordinances and policies.

### **5. Selection of Non-Professional Service Providers by Municipality**

Pursuant to a public Request for Qualifications process, the District has developed an Approved Contractors List, organized by work type to ensure all Work funded by the District maintains specific quality standards. Those Approved Contractors and their suppliers can submit products they intend to utilize for inclusion in the District's Approved Products List. The appropriate subset of the Approved Contractor List and the Approved Products List shall be utilized as part of Municipality's bidding process for contracts to perform Work funded by this Agreement.

In addition to the above, all non-professional service providers to perform Work funded by this Agreement shall be procured in accordance with both State of Wisconsin statutes and regulations and the Municipality's ordinances and policies. Whenever Work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request, and the Municipality must provide an opinion from a licensed attorney representing the Municipality stating that the procurement is in compliance with State of Wisconsin law and Municipal ordinances.

In addition:

- a. The Municipality shall provide the District with the opportunity to review and comment on the complete set of bidding documents prior to solicitation of bids, quotes, or proposals as set forth in Attachment B;

- b. Municipality shall provide the District with all bids and proposals for review prior to the award of the contract, as set forth in Attachment B. The District reserves the right to revoke funding based on project award to contractors who are not on the District's list of Authorized Contractors.

## **6. Non-professional Service Contract Terms and Conditions**

The Municipality agrees to include Attachment C in all non-professional service contracts relating to the Work. Failure to include Attachment C in the non-professional service contracts will constitute a material breach of this Agreement.

## **7. Contractor Pay Applications**

Prior to the Municipality paying contractors for Work funded by this Agreement, the District shall be provided an opportunity to review and endorse the contractor pay applications. The Municipality shall submit contractor pay applications for review via email to its assigned PPII Project Manager. All contractor's pay applications shall include supporting documentation certifying that the Municipality has received and reviewed a proportionate amount of contract deliverables for which the Contractor is responsible.

The District shall review pay applications within seven (7) calendar days of submission. If the Municipality does not receive a response from the District within seven (7) calendar days, the application shall be considered approved.

## **8. Procedure for Reimbursement**

The Municipality shall submit reimbursement requests to the District a minimum of three (3) times throughout this Agreement.

Each reimbursement request shall include:

- a. An invoice from the Municipality clearly stating the requested reimbursement amount;
- b. All consultant invoices, approved contractor pay applications, and other expense invoices;
- c. All deliverables listed in Attachment B, are proportionate and applicable to the Work completed as related to the request.
- d. Invoices from consultants shall provide the hourly billing rates, the hours worked by individuals, and a summary of the completed tasks.

Reimbursement requests should be submitted within a reasonable period of time of the costs being incurred. The initial reimbursement request shall be submitted prior to 35% of Work being completed. The final reimbursement request shall be submitted upon completion of all Work. All reimbursement requests must be received prior to the expiration of this Agreement.

Reimbursement requests and the supporting documentation of costs shall be submitted through eBuilder. The corresponding deliverables shall be submitted as set forth in Attachment B. Questions should be directed to the District Senior Project Manager (SPM):

Rebecca Specht, P.E.  
Senior Project Manager  
Milwaukee Metropolitan Sewerage District  
260 West Seeboth Street.  
Milwaukee, WI 53204-1446

Final payment will not be provided until the Work is complete and all deliverables set forth in Attachment B have been received.

#### **9. Changes in Work and Modifications to the Agreement**

Any proposed changes to the Work must be submitted to the District, in writing, in advance of the Work being completed. The District will not reimburse for Work that is not included in Attachment A (including all professional services and non-professional services contracts procured through the Work outlined in Attachment A) unless prior written approval has been requested from the District and approval has been obtained through the eBuilder change process.

This Agreement may be modified only in writing signed by both parties or through the eBuilder change process.

#### **10. Responsibility for Work**

The Municipality is responsible for overseeing construction and shall provide full time construction inspection for all Work. Each inspector shall be experienced, qualified, and certified for the scope of the Work.

#### **11. Post-Construction Verification**

The Municipality and its contractor(s), if applicable, shall report to the District any problems or warranty defects that arise with or related to the completed Work, whether discovered through inspection or through complaints from homeowners, for a period of ten (10) years following substantial completion. The Municipality shall also report any actions taken to investigate the complaint, and if within the warranty period, to resolve the issue.

The Municipality shall be responsible for reporting post-workflow monitoring data and or other data related to identified measures of success for at least five (5) years post-work completion or as long as data is available, whichever period is longer.

All warranty inspection costs incurred by the District due to Municipality's failure to enforce the warranty inspection requirement in its construction contract(s) shall either be: (1) deducted from Municipality's Program account; or (2) invoiced to Municipality. The terms of this Section 11 shall survive termination of this Agreement.

#### **12. Permits, Certificates and Licenses**

The Municipality is solely responsible for ensuring compliance with all federal, state and local laws requiring permits, certificates and licenses required to implement the Work.

### **13. Insurance**

The District shall not provide any insurance coverage of any kind for the Work or for the Municipality. Municipality shall ensure that each contractor and subcontractor have adequate insurance to perform the Work and names the Municipality as an additional insured on its Commercial General Liability Insurance policies.

### **14. Terminating the Agreement**

The District may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, the District may terminate the Agreement only for good cause, such as, but not limited to, breach of agreement by the Municipality. The Municipality may terminate the Agreement at any time but will not receive any payment from the District if the Work is not completed.

### **15. Exclusive Agreement**

This is the entire Agreement between the Municipality and the District regarding reimbursement for Work.

### **16. Severability**

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

### **17. Applicable Law**

This Agreement is governed by the laws of the State of Wisconsin.

### **18. Resolving Disputes**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, either party may take the matter to court.

### **19. Notices**

Unless otherwise set forth herein, all notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement; or
- three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

### **20. No Partnership**

This Agreement does not create a partnership relationship nor give the Municipality the apparent authority to make promises binding upon the District. The Municipality does not have the authority to enter into contracts on the District's behalf.

### **21. Assignment**

The Municipality may not assign any rights or obligations under this Agreement without the District's prior written approval.

## **22. Public Records**

The Municipality agrees to cooperate and assist the District in the production of any records in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, §§19.31-19.39, Wis. Stats. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from the Municipality's failure to comply with this requirement.

Milwaukee Metropolitan Sewerage  
District

City of Franklin

By:

\_\_\_\_\_  
Kevin L. Shafer, P.E., Executive  
Director

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

By:

\_\_\_\_\_  
Stephen R. Olson, Mayor

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

By:

\_\_\_\_\_  
Peggy Steeno, Director of Administration

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

By:

\_\_\_\_\_  
Director of Finance

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

By:

\_\_\_\_\_  
Karen L. Kastenson,  
Director of Clerk Services/City Clerk

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

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Attorney for the District

\_\_\_\_\_  
Jesse Wesolowski, Attorney for the Municipality



**ATTACHMENT A**  
**Municipality Work Plan**



## 2021 PPII Work Plan

This checklist / template serves as the standard form for submitting a Work Plan to MMSD as a request to commit funds from your Municipal Funding Allocation Account to a project proposed for reimbursement through the MMSD PPII Reduction-M Program. If approved, the Work Plan will be the basis for a Funding Agreement between the municipality and MMSD. Please complete all fields comprehensively and submit this electronically-fillable-form and supporting document attachments via email.

### I. CONTACT INFORMATION

<b>Municipality</b>	
Applicant Name: Glen E. Morrow, PE	Municipality: City of Franklin
Mailing Address: 9229 W Loomis Rd., Franklin WI 53132	
Phone #: 414-425-7510	Email: gmorrow@franklinwi.gov
Primary Contact: Glen Morrow, PE	Primary Contact email: gmorrow@franklinwi.gov
Primary contact phone #: 414-25-7510	
<b>Consultant (if applicable)</b>	
Firm: Clark Dietz Inc.	Consultant's PM's Name: Mustafa Emir
Consultant Email: mustafa.emir@clarkdietz.com	Consultant Phone number: 414-315-1933

## II. PROPOSED SCOPE OF WORK

1. What type of work will be included in this work plan application? Check all applicable.	
<input checked="" type="checkbox"/> Planning <input type="checkbox"/> Investigative <input checked="" type="checkbox"/> Construction/Rehab <input type="checkbox"/> Post Project Evaluation <input type="checkbox"/> Training <input type="checkbox"/> Other	
2. What is the total value of the request by the municipality for funding through the PPII program for work outlined in this work plan?	\$ 972,690.00
3. Provide the scope of work that will be included in this work plan.	
<p>The work plan consists of engineering design of sump pump discharge collection drains in sewersheds FR2005, FR2006, and FR2012 in the City of Franklin. The scope of work includes the following elements:</p> <ol style="list-style-type: none"> <li>1- Outreach and communications with eligible residents in the project area</li> <li>2- Public Information meetings - program presentation - continued outreach</li> <li>3- Management of consent forms, assessment of eligibility, record keeping</li> <li>4- Assessment of existing sump pump discharge locations</li> <li>5- Design of sump discharge collection drains and connections to existing storm sewers</li> <li>6- Preparation of bid documents, plans and specifications, cost estimate</li> <li>7- Project Bidding, Bid opening, Bid Tabulation</li> <li>8- Contract award recommendation</li> <li>9- Sump Collection drain Construction</li> </ol>	
4. What entity is responsible for each work scope item e.g. municipality staff, consultant, contractor, District, etc.	
Public Outreach: Consultant/City staff Communications: Consultant/City staff Field data collection: Consultant Sump discharge location/condition evaluation: Consultant/City staff Design engineering: Consultant Bidding: Consultant Construction: Contractor	
5. What is the total number of properties in the project area?	520
6. What is the assumed number of participating properties?	200
7. What is your justification for the assumed participation rate?	
<input checked="" type="checkbox"/> Prioritization of properties based on investigative work <input checked="" type="checkbox"/> Assumed percent of total based on previous projects <input type="checkbox"/> Existing ROE agreements <input type="checkbox"/> Other (Fill in Blank):	

### III. PROJECT AREA CHARACTERISTICS

1. What is the predominant age of the homes in the project area?	<input type="checkbox"/> Pre 1940's <input type="checkbox"/> 1940 – 1960 <input checked="" type="checkbox"/> 1961-1980 <input checked="" type="checkbox"/> 1981-Present	
2. What is the average lot size within the project area?	0.25	<input type="checkbox"/> SF <input checked="" type="checkbox"/> Acres
3. In this area, is it typical that foundation drains are connected?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. What sewershed(s) or metershed(s) is this project located in? FR2005, FR2006, FR2012  Project location map is provided with this work plan.		
5. Collection system characteristics in project areas:		
Approximate year sanitary sewer was installed:  1980	Host Pipe Material(s): <input checked="" type="checkbox"/> VCP <input type="checkbox"/> Ductile Iron <input type="checkbox"/> Cast-Iron <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Asbestos <input checked="" type="checkbox"/> PVC	Pipe Size(s):  8-10 inches  Pipe Shape(s): <input checked="" type="checkbox"/> Circular <input type="checkbox"/> Other
6. Within the project area, is the mainline rehabilitated? <span style="float: right;"><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</span>  If "Yes," provide details on the year(s) the work was completed, the type and location of rehabilitation used, and if any rehabilitation of the sanitary sewer laterals within the ROW was completed.		

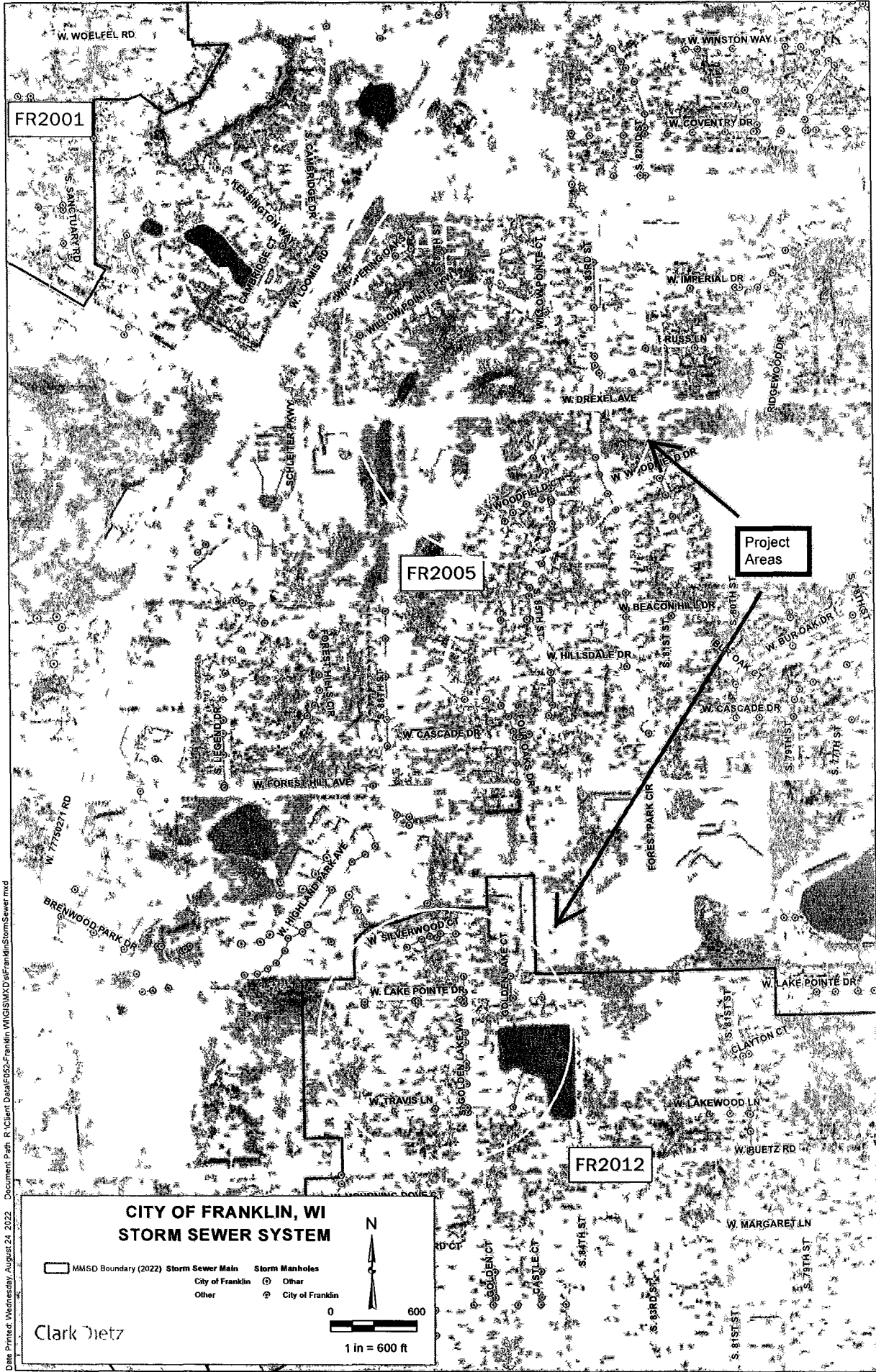
7. Will public infrastructure work be contracted or completed with the private property work?

Yes  No

If "Yes", provide details of the public work.

8. Include with your application, two maps; one of the limits of the sewershed(s) or metershed(s) the project is in, and one of the project limits. The maps shall meet the following requirements.

- Maps shall use a streets or aerial view as base map.
- Major street names shall be labeled and legible.
- Limits of the sewershed(s), metershed(s), and project limits shall be defined by a bold red line.
- Sanitary and storm system line work shall be shown at a scale appropriate to the scale of the drawing
- A north arrow and legend shall be included.
- Maps shall be between 5 and 40 scale and to a standard paper size i.e. 8.5"x11, 11"x17", etc.
- Maps shall be submitted as PDF electronic files.



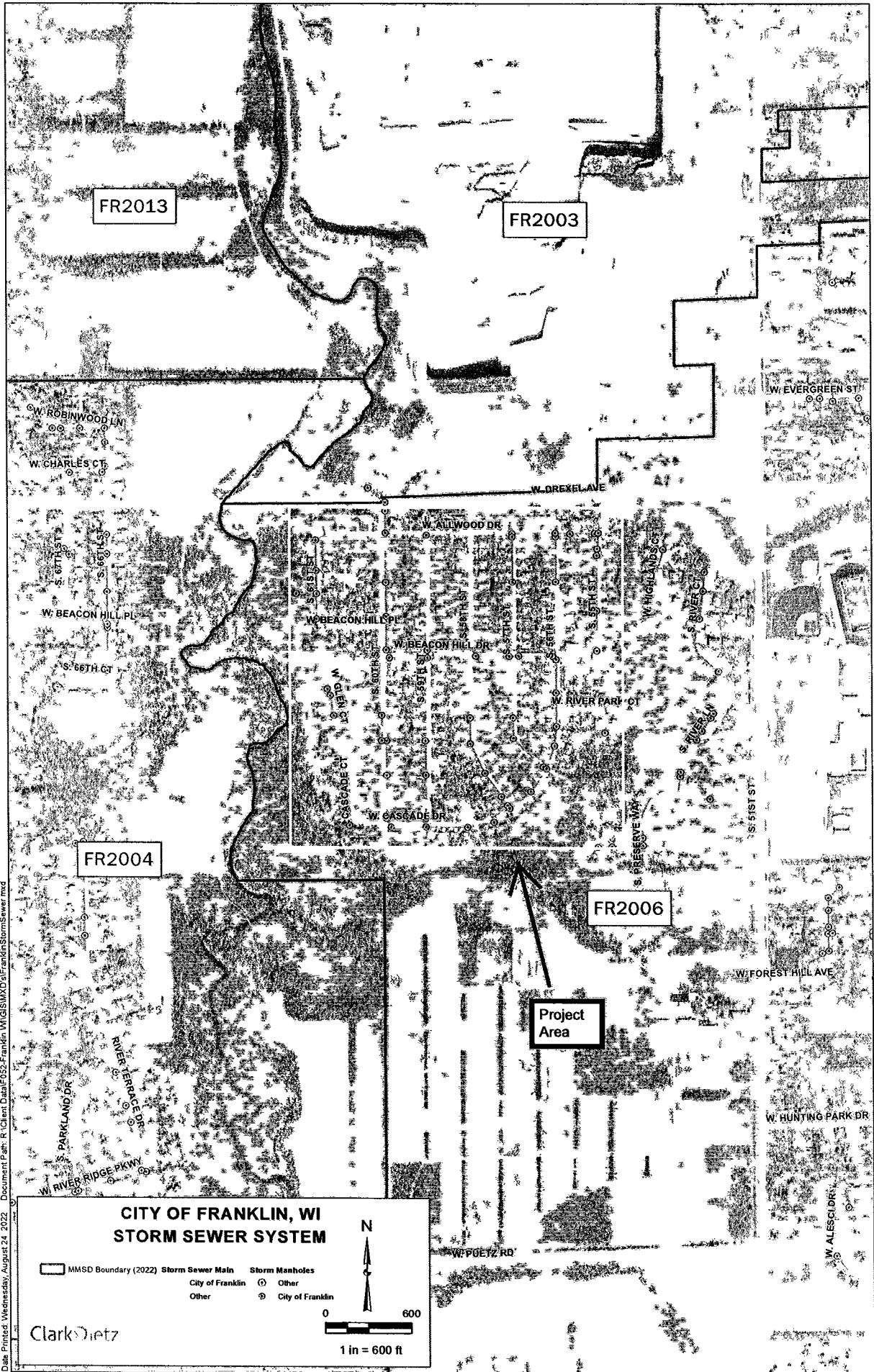
Date Printed: Wednesday, August 24, 2022 Document Path: R:\Client Data\FD52-Franklin, WI\GIS\MXD\stFranklinStormSewer.mxd

**CITY OF FRANKLIN, WI  
STORM SEWER SYSTEM**

	<b>MMSD Boundary (2022)</b>		<b>Storm Sewer Main</b>		<b>Storm Manholes</b>
	City of Franklin		Other		City of Franklin
	Other		City of Franklin		Other

Clark Dietz

0 600  
1 in = 600 ft



Date Printed: Wednesday, August 24, 2022. Document Path: R:\Client Data\F052-Franklin.WI\GISMXD\FranklinStormSewer.mxd

#### IV. PROJECT JUSTIFICATION

1. Has any planning and/or investigative work within the project area been completed to date? (i.e. Flow monitoring, interior home inspections, sewer CCTV, analysis of flooding/backup issues in the area, etc.)  Yes  No

If "Yes," was the work completed through a previous PPII funding agreement?  Yes  No

If the answer is "Yes" to both questions, describe the work completed and cite report names and funding agreement reference numbers the work was completed under.

If work was completed independent of the PPII program, included the report(s) with application in electronic format and list the name of the report in this section.

The City has conducted a city-wide survey of homeowners to collect information regarding sump pump discharge issues, such as soggy yards, poor street drainage, and icing problems in winter.

In the City's opinion, the responses represent the experience of most residents in the affected areas and therefore, the selection of the project focus sewersheds are appropriate.

2. Describe how the project area and approach was chosen and prioritized.

The City is pursuing the reduction in free water available for private lateral infiltration based on previous studies that showed a correlation between sump discharge on front lawns and increased infiltration potential in private laterals. Almost all of the recorded comments/complaints are located in the sewersheds included in this workplan. Locations of comments/complaints and the sewershed IDs are shown on the attached figure - next page.

Priority was given to those areas where storm sewers are present - these will be used to convey the collected sump discharges. Our intent is to connect the drains to the back of existing catch basins to reduce roadway disturbances. Since there is a significant lag between the peak of the runoff event in the storm sewers and the continuous nature of sump discharges following rainfall, storm sewers will have adequate capacity.

Per email from Glen Morrow on 11/14/22, the City will have their consultant complete a review of the capacity of the existing sewers to be able to handle the additional flows from the storm laterals

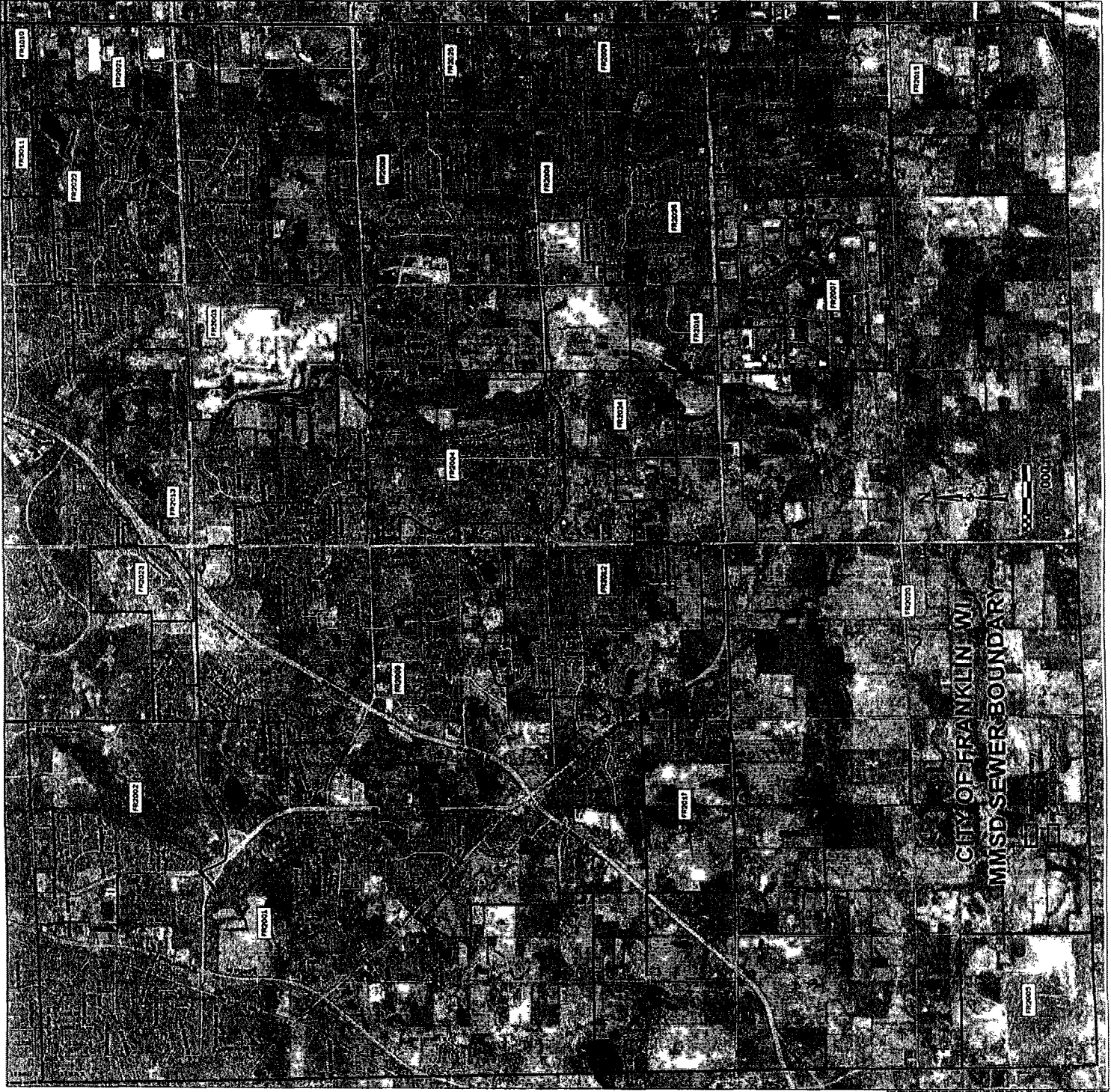
3. What is the status of all project area sewershed(s)/metershed(s) as related to the District Chapter 3 rules for wet weather performance?

Non-compliant       Compliant       Inconclusive       Not Analyzed

If "Noncompliant," has PPII work been completed to date within the Project Area metershed(s)? If yes, provide details on the scope of work completed and location.

FR2005 and FR2006 are compliant based on 2022 calibrations. FR2012 is inconclusive based on 2016 calibrations.





CITY OF FRANKLIN, WI  
MMSD SEWER BOUNDARY

**TABLE 27  
SIMULATED SEWERSHED FLOWS IN THE CITY OF FRANKLIN BY SEWERSHED**

Sewershed	Area (acres)	Est. Sewered Area (acres)	Baseline - Year 2010			Future - Year 2035			Buildout - Year 2050		
			Average BSF (MGD)	Average DWF (MGD)	Peak Hourly Flow (MGD)	Average BSF (MGD)	Average DWF (MGD)	Peak Hourly Flow (MGD)	Average BSF (MGD)	Average DWF (MGD)	Peak Hourly Flow (MGD)
FR1010	29.8	29.8	0.010	0.018	0.823	0.026	0.034	0.843	0.035	0.044	2.006
FR2001	2822.4	2822.4	0.484	0.493	7.685	0.690	0.735	8.058	0.821	0.888	8.615
FR2002	627.4	627.4	0.117	0.166	2.270	0.133	0.182	2.307	0.142	0.192	2.467
FR2003	1008.9	1008.9	0.143	0.208	2.013	0.183	0.258	2.146	0.209	0.290	2.270
FR2004	747.7	747.7	0.048	0.072	0.906	0.051	0.081	1.007	0.054	0.087	1.010
FR2005	2623.6	2623.6	0.590	0.709	2.225	0.919	1.086	3.419	1.123	1.318	3.715
FR2006	1793.5	1793.5	0.326	0.442	5.463	0.649	0.808	6.526	0.848	1.034	7.115
FR2007	438.0	438.0	0.199	0.213	0.778	0.315	0.337	1.027	0.385	0.411	1.100
FR2008	862.2	862.2	0.143	0.226	2.674	0.148	0.236	2.726	0.152	0.242	2.861
FR2009	328.7	328.7	0.083	0.140	3.544	0.124	0.184	3.598	0.148	0.210	3.885
FR2011	61.4	61.4	0.054	0.056	0.424	0.059	0.062	0.440	0.062	0.066	0.460
FR2012	756.3	680.6	0.135	0.157	0.941	0.249	0.283	1.304	0.322	0.363	1.389
FR2013	776.5	776.5	0.104	0.130	0.996	0.158	0.193	1.242	0.193	0.233	1.275
FR2015	874.9	874.9	0.052	0.080	1.055	0.374	0.425	1.884	0.568	0.632	2.142
FR2016	324.2	324.2	0.097	0.108	0.470	0.184	0.204	0.748	0.236	0.262	0.799
FR2017	805.5	805.5	0.029	0.055	0.953	0.245	0.297	1.665	0.376	0.442	1.793
FR2020	5890.4	0.0	0.020	0.020	0.020	1.110	1.411	6.396	1.751	2.215	6.984
FR2021	610.1	610.1	0.328	0.368	2.076	0.367	0.410	2.174	0.390	0.436	2.227
FR2022	142.7	0.0	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
FR2023	144.4	0.0	0.000	0.000	0.000	0.011	0.013	0.051	0.016	0.018	0.051
FR2024	129.8	0.0	0.000	0.000	0.000	0.075	0.076	0.102	0.087	0.089	0.114
FR2025	82.3	82.3	0.021	0.036	0.492	0.028	0.045	0.530	0.033	0.050	0.549
FR2026	317.2	317.2	0.066	0.077	0.430	0.093	0.108	0.567	0.110	0.128	0.596
<b>Totals</b>	<b>22197.9</b>	<b>15814.9</b>	<b>3.051</b>	<b>3.773</b>	<b>36.238</b>	<b>6.191</b>	<b>7.467</b>	<b>48.758</b>	<b>8.063</b>	<b>9.653</b>	<b>53.424</b>

BSF - Base Sanitary Flow  
DWF - Dry Weather Flow  
MGD - Million Gallons per Day

4 Does the municipality have any permitted (or unpermitted) wet-weather bypass locations in the project area?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide approximate frequency and average volume per frequency for over the last ten years.	
5 Does the project area have a history of CSOs or SSOs?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide the frequency of occurrences over the last ten years.	
6 Does the municipality have recurring basement backup reports in the project area?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", please provide the average annual number of reports in the last ten years and the estimated storm recurrence interval that typically causes basement backups.	
7. Do you have metering, lift station run time, bypass pumping, basement backup, or any other pre-project baseline data?	<input type="checkbox"/> Yes – go to item 8 <input checked="" type="checkbox"/> No – go to item 9
8. Describe and detail information on the pre-project baseline data you have collected including type, location, and date ranges. If a MMSD meter is used as a source for this data, provide meter name and location.	

9. Do you plan on collecting pre-project baseline data as part of this project?  Yes – go to item 10  
 No – go to item 11

10 Describe the pre-project data that will be collected to provide a baseline for improvement? If you intend to use the MMSD portable meters, list the quantity, expected time frame installation and monitoring period.

11. How do you intend to report project performance results? (metrics and target objectives of the project)

Once the participants are selected, Franklin will work with the residents to collect average sump pump activity information consisting of average frequency of pumping and number of pumps. The City intends to conduct a survey of participating residents and have them provide average weekly sump pump run times over a period for the spring and fall months. We will use this information to estimate average expected sump discharge quantities in the project area.

Following the installation of the sump discharge collection drains, the City will be able to provide an average annual flow collected and removed from front yards, thereby estimating the reduction in average water available for infiltration in the private laterals.

This data (i.e., average annual reduction in available free water in front yards) will be provided as a post construction benefit metric.

## V. PROJECT GOALS

1. What are the municipality's goals and objectives for the completed project? Please provide qualitative and quantitative measurables for success as they relate to the goals and objectives.

The primary goal of the proposed project is the management and removal of free surface water from front yards where continuous sump pump discharges are known to saturate the ground above private sewer laterals and increase the available groundwater for on-going inflow and infiltration into sewer laterals.

Providing a collection system ofr such sump discharges is expected to reduce ground saturation, and thereby reduce the potential for private lateral inflow and infiltration.

In addition, as a secondary goal, City will eventually want to expand its focus into the possibility of disconnecting foundation drains or illegal sump pump collections. With the proposed project, the City will collect relevant information on this matter and potentially start a disconnection program that leverages several of the current MMSD funding programs for private properties.

## VI. SCHEDULE

Include a schedule of the work with all major tasks and milestone dates for completion including District and municipal administrative approvals, local board/council approvals, work task start and finish, public outreach, deliverables, and reimbursements. The schedule needs to be realistic and achievable based on District approval timelines, local approval timelines, bidding process timelines, work production rates, and weather-related considerations. Identify and highlight any milestone dates by which the municipality is requesting the District to meet to keep your schedule (e.g. local council or board agenda deadlines).

Provide the schedule in PDF format.



## VII. FINANCIALS

1. Include a comprehensive cost estimate broke down to the task level which includes costs for: all internal municipal staff time which is being requested to be reimbursed, professional services including hours estimates and rates, construction costs by estimated units and estimated unit costs, inspection services, public outreach, and staff training. Attach an Excel version of the estimate to the application when submitting.

2. Are other funding sources, besides MMSD PPII funds, contributing to the total project  Yes  No cost? i.e. municipal funds, grant funding, property owner cost share, etc.

If "Yes," list all addition funding sources, the specific work which will be covered by an additional funding sources, and the value.

3. Describe your anticipated frequency of reimbursement requests to the District. (The funding agreement terms may dictate this frequency depending on the type of work).

Every 60 days.

4. What department/individual/entity will be submitting and processing the reimbursement requests? Please include the name and contact information.

Glen Morrow, City Engineer/Director of Public Works, City of Franklin

**City of Franklin 2022 PPII - Sump Collection - Professional Fee**

TASK	DESCRIPTION	Project Principal	Project Manager	Engineer	Technician	TOTALS
		\$225	\$195	\$155	\$125	
1	Project outreach and communications with residents in the priority area After the initial information package is sent to residents, we will communicate with residents to answer any questions and offer clarifications on the program	40	40	80		160
2	We will manage the consent forms and maintain a database of properties that will participate in the program		48	32	120	200
3	Assessment of existing sump pump discharge locations		48	52	120	220
4	Design of sump discharge collection drains and connections to existing storm sewers	40	120	160	380	700
5	Project bid package for the public bidding		40	40		80
6	Prepare MMSD Construction Work Plan and submit for approval		40	40		80
7	Bid opening and award recommendation contingent of MMSD approval of work plan		8	8		16
8	Design documentation and report back to MMSD for reimbursements		24	24		48
	<b>Total Engineering Hours</b>	<b>80</b>	<b>344</b>	<b>412</b>	<b>620</b>	<b>1456</b>
	<b>Total Engineering Fee</b>	<b>\$18,000</b>	<b>\$67,080</b>	<b>\$63,860</b>	<b>\$77,500</b>	<b>\$226,440</b>

**City of Franklin 2022 PPII - Sump Collection - Construction Cost Estimate**

ITEM	DESCRIPTION	Unit	Quantity	Unit Price	TOTALS
1	Sewer Pipe, SDR 26, 6 in	LF	4000	\$ 70.00	\$280,000
2	Sewer Pipe, SDR 26, 8 in	LF	2500	\$ 85.00	\$212,500
3	Adjusting Manhole, Storm	EACH	10	\$ 1,000.00	\$10,000
4	Sump Line Connection to Storm Sewer	EACH	200	\$ 400.00	\$80,000
5	Erosion Control	EACH	1	\$ 15,000.00	\$15,000
6	Curb and Gutter Removal and Replacement - 30" (Spot Repair)	LF	650	\$ 75.00	\$48,750
7	Restoration	SY	1500	\$ 50.00	\$75,000
8	Contingencies	EACH	1	\$ 25,000.00	\$25,000
	<b>Sump Pump Collection Line Construction Cost</b>				<b>\$746,250</b>
	<b>GRAND TOTAL PROJECT COST</b>				<b>\$972,690</b>



5. MMSD requires all invoicing to be submitted via e-Builder. Will e-Builder training be necessary for the department/individual/entity that will be submitting and processing the reimbursement requests?  Yes  No

6. Describe the municipal process(es) for procurement of all professional and non-professional (field work and construction) components of work and the basis for each.

For professional Services, the City of Franklin has a QBS process for the award of professional services.

Non-Professional services are awarded on the lowest price submitted by the most responsible provider. Low bids and a thorough reference check, including, legal review are the basis of this selection.

7. Explain the means and methods for segregating the costs (MMSD reimbursable costs and public work costs).

The City's intent is to include ONLY MMSD reimbursable costs in its public bid documents. The City will review the bid items, project eligible work to be included in the contract prior to public bidding.

Should work be needed that is not eligible for PPII reimbursement, the City will verify this with MMSD officials and proceed accordingly. Overall, the City does not intend to perform non-reimbursable, non PPII related work as part of the project described herein.

8. Provide the names and position titles of all municipal staff that will be required to sign the funding agreement. (i.e. mayor, city/village administrator, city/village clerk, city attorney, etc.)

Name: Stephen R. Olson

Position Title: Mayor

Name: Peggy Steeno

Position Title: Director of Administration

Name: Denise Gilbert

Position Title: Director of Finance

Name: Jesse Wesolowski

Position Title: City Attorney

Name:

Position Title:

Name:

Position Title:

## VIII. PUBLIC OUTREACH

- 1 Describe in detail your public outreach approach and what entity/individuals/departments will be responsible for the public outreach. Describe the venues and platforms that will be used. Describe the timing and anticipated level of effort that is anticipated to be necessary for the public outreach effort. Describe any public outreach work that has already been completed or is in progress. If a specific person or entity is responsible for public outreach, include the name and contact information. (Examples of public outreach include, but are not limited to; mailings, websites, social media, canvassing, public meetings, etc.)

The Public outreach to identify participating private properties will be handled by a combination of consulting staff and City staff.

We will send out mailers, and schedule a public information meeting to convince participation in the program. In each of the project areas, the City will attempt to use those survey respondents as "neighborhood champions" and assist in scheduling and conducting neighborhood meetings to disseminate information, explain project benefits to increase participation.

We will begin the outreach process in winter 2022/2023 with the objective of identifying participating properties by mid Q1 2023.

The City has an email list, as well as social media presence that will be leveraged. We will also do targeted communications to each property to increase participation levels. In past projects of similar kind, we have achieved 50-60 percent participation. We would expect similar results in this project as well.

**ATTACHMENT B**  
**Agreement Deliverables**

Pre-Construction Deliverables (To be submitted as indicated prior to beginning of construction):

1. A minimum of a one (1) week notice of any project meetings shall be provided to the District SPM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
2. Draft specifications, plans, and bidding documents shall be submitted to the District SPM via the District Municipal Portal in PDF or Word format a minimum of one (1) week prior to bidding.
3. Final bid documents shall be provided to the District SPM via the District Municipal Portal in PDF format for review and approval prior to advertisement of the contract for bid.
4. Bid results from all procurement processes associated with the project shall be provided to the District SPM via the District Municipal Portal in PDF format upon close of the bid process prior to award of contract.
5. Submit a template Right of Entry (ROE) Agreement for District review prior to distribution to property owners for signatures via the District Municipal Portal in PDF or Word format. Each ROE Agreement secured by the Municipality shall include a provision allowing the District and Municipality to enter the property for a period of three (3) years following construction for warranty inspections or project performance evaluations contingent on notification of the property owner.
6. Electronic copies of the executed contract documents shall be provided to the District SPM prior to the Municipality's issuance of the Notice to Proceed via the District Municipal Portal in PDF format

Construction Deliverables (To be submitted as indicated and will be reviewed with any reimbursement request):

7. All Contractor/consultant submittals to the Municipality shall be reviewed and approved by the municipal engineer or designee and supplied to the District prior to the commencement of the work contained in the submittal via the District Municipal Portal in PDF format.
8. A minimum of a one (1) week notice of any project meetings shall be provided to the District SPM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
9. An accurate schedule of field activities shall be provided to the District SPM via email or telephone call at least one week in advance of activity commencement.
10. Progress reports on project activities and public involvement activities shall be provided to the District SPM via email on a monthly basis.
11. Quality control and quality assurance (QA/QC) reports documented by the Contractors and Municipality's field engineer/inspector shall be submitted to the District SPM via the District Municipal Portal in PDF format on a monthly basis or with reimbursement request, whichever occurs more frequently. All QA/QC submittals shall include a

**ATTACHMENT B**  
**Agreement Deliverables**

summary tabulation by property indexed by tax ID number with review confirmation by the Municipality's engineer.

12. Inspection reports from the field engineer for work completed shall be submitted to the District SPM via the District Municipal Portal in PDF or spreadsheet format on a monthly basis or with reimbursement request, whichever occurs more frequently.
13. All construction contract deliverables organized, formatted, and delivered as specified by the contract as approved by the District. Samples of deliverable formats are recommended to be provided to the District prior to construction.

Post-Construction Deliverables (To be submitted prior to final reimbursement being processed):

14. The Final Project Summary Report shall be submitted to the District SPM via the District Municipal Portal I in PDF format. prior to the final reimbursement request. The template that must be used can be found on the District's website: [Project Summary Report Template \(https://www.mmsd.com/government-business/rules-regulations/private-property-i-i\)](https://www.mmsd.com/government-business/rules-regulations/private-property-i-i).
15. Copies of the Right of Entry or Access Agreements for each homeowner shall be submitted to the District SPM as one document via the District Municipal Portal in PDF format.
16. Documentation of the limits and location of the storm lateral installation expressed in text and graphics (map overlay) shall be provided to each participating property owner and copied to the District. Documents shall be provided to the District as one document via the District Municipal Portal in PDF format.
17. Municipality will be responsible for providing pre-work flow monitoring data.
18. The Municipality shall provide documentation of the resolution of all punch list items of the Municipality and the District.
19. Through a spreadsheet using the District template (provided by the District), submission of participating parcels information including without limitation: property tax id., address, and column categories of work performed by property following the District template form data fields and format. The document shall be provided to the District via the District Municipal Portal in an Excel format.
20. Photo documentation of project work in jpeg format provided to the District via the District Municipal Portal in a zipped file.
21. Following completion of the Work, the Municipality shall complete a survey of all property owner participants, compile the results, and submit the survey forms and results to the District via the District Municipal Portal. The survey form shall be submitted in PDF format and the survey results should be summarized in a spreadsheet format.

**ATTACHMENT C**  
**Requirements of Contractor**

Contractor's Work under this Contract is funded in whole or in part by the Milwaukee Metropolitan Sewerage District's Private Property Infiltration and Inflow Program ("Program"). Pursuant to the terms of that Program, the following terms and conditions must be included in all construction contracts. Defined terms shall have the meaning assigned to them in the Funding Agreement between the District and the Municipality, which shall be provided to Contractor upon request. If a term or condition set forth herein conflicts with the terms and conditions set forth in the bid documents, the terms and conditions below take precedence.

1. **Contractor Emergency Response Plan.** Within 14 days of the Notice to Proceed from Municipality, the Contractor shall submit to the Municipality and the District an Emergency Response Plan (ERP). This plan shall include at a minimum the following information: (1) the Contractor's site representative that will be responsible for all emergency calls, 24 hours per day/7 days per week for the duration of the project with all of their contact information; (2) the contact information for the Contractor's foreman; (3) the contact information for each municipal representative that the Contractor will contact, in the event of an emergency; (4) the contact information for the District's Senior Project Manager (5) the contact information for the Clean Up/Dig Up contractor that will be on-call for emergencies throughout the duration of this project; (6) and a detailed narration of the step-by-step sequence of events and communications that the Contractor will take in the event of an emergency throughout the duration of this project.
2. **Warranty:** All Work performed under this Contract shall be warranted by Contractor for a period of no less than three (3) years from substantial completion. The warranty shall be enforceable by each of the Municipality, the District as funder, and the homeowner as it relates to a particular property. At least three (3) months prior to the end of the warranty period, Contractor shall perform a warranty inspection.
3. **Retainage:** Retainage shall be held by Municipality in compliance with Wis. Stat. § 66.0901 (9) (b) and shall not be released until the Work is complete, inclusive of the warranty inspection.
4. **Warranty Inspection:** Contractor shall complete a warranty inspection via third party of the Work, via a method approved in advance by the Municipality and the District, at least 90 days prior to the warranty expiration. All inspection results, including video and associated files with Pipeline Assessment Certification Program (PACP) coding shall be provided to the Municipality and the District with in fifteen (15) days of inspection. The retainage portion of this Contract shall not be paid until the warranty inspection is complete. Contractor's obligations to perform a warranty inspection shall survive termination of this Contract.
5. **Reporting:** For a period of ten (10) years post substantial completion, if the Contractor becomes aware of any problems arising with the Work, Contractor shall notify the Municipality and the District.
6. **Assignment:** The Municipality's obligations under this Contract are fully assignable to the District. The Contractor's consent is not required prior to the Municipality's assignment and the District's assumptions of Municipality's rights hereunder.

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>A</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>2/7/2023</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Reduce Staffing in City Budget Regarding Library Custodial Help</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>M.9.</i></p>

***BACKGROUND***

There is an existing vacancy in the second shift Custodian position at the Franklin Public Library. At their January 23, 2023 meeting, the Library Board approved a motion to switch from a City cleaning person to a cleaning service, using the same cleaning service as City Hall, Dust Free Cleaning Service, Inc., in place of the vacant part-time (25 hours/week) evening custodian.

***ANALYSIS***

This would require the removal of one of the City's part-time custodial positions expenditure from the Municipal Buildings table of organization and budget as of February 13, 2023 and also require the removal of the reimbursement from the Library to the Municipal Buildings budget for one of the City's part-time custodial employee positions.

***FISCAL IMPACT***


This would remove approximately \$30,000 in expenditures from the various Municipal Buildings 01-0181 Personal Services Salary and Benefits Accounts as well as from the Library reimbursement to Municipal Buildings 01-0181-5199 Allocated Payroll Cost.

**COUNCIL ACTION REQUESTED**

Motion to remove one of the Library part-time custodial positions expenditure from the Municipal Buildings table of organization and 01-0181 Personal Services Salary and Benefits budget accounts as of February 13, 2023 and also remove the reimbursement from the Library to the Municipal Buildings Allocated Payroll Cost Budget Account 01-0181-5199 for one of the City part-time custodial employee positions.

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> February 7, 2023
Reports & Recommendations	<b>Establish a Community Document Shredding Event  on May 13, 2023 with Stericycle</b>	<b>ITEM NO.</b> D.10.

**BACKGROUND**

*[This item was discussed at the January 17, 2023 Common Council meeting (Item G.10) Staff was directed to use the City's standard agreement form and also check other companies Staff contacted another provider and they are willing to match the price of Stericycle, but still pending response from both companies on their ability to sign the standard agreement Responses may/may not be ready for the February 7, 2023 meeting. Previous Council Action item has been repeated and note that the anticipated date of May 13, 2023 is no longer an option.]*

On April 30, 2022, Franklin held the first document shredding event and as reported to Common Council on August 16, 2022, the event was well received. Common Council directed staff to include one event for the 2023 budget. Staff has received many phone calls asking for the date of this event.

**ANALYSIS**

Staff proposes to have the 2023 event a little later in the year to avoid any potential winter weather events. Note that April 22 is Earth Day and the Environmental Commission usually has an Arbor Day celebration the first Saturday in May (6) where many come to pick up trees. Otherwise the Library has yoga classes on Saturday mornings.

Incorporating lessons learned from the trial event in 2022, Staff recommends the following guidelines:

- Time will be from 9:00 am to 1:00 pm.
- Two trucks will be ordered
- Event may end early if/when the two trucks are full. Or additional containers may be ordered if they are filling quickly.
- Documents are limited to four boxes per vehicle
- Proof of Franklin residency will be required
- Trucks will be stationed behind City Hall- 9229 W. Loomis Road
- Queue will be on W. Loomis Road from the south

DPW, Engineering, Police, Clerks, Administration, and Library Staff will work to publicize and organize the event.

Stericycle Compliance Solutions- Shred IT Division was very accommodating and did an outstanding job for the trial event in 2022. In 2022, only one truck was ordered (\$1,375) and a second truck was brought in, at no additional charge. The 2023 quote for two trucks for the full four hours is for \$2,400. The quote is also shown as \$300/container x 4 containers. Depending on the rate of filling, an additional container may need to be ordered.

**OPTIONS**

- A. Decision on Date for Shredding Event (Suggest May 13, 2023. April 15 & 22, May 6, 13, 20 & 27 dates are options)
- B. Authorize Staff to order Shredding Trucks (Suggest Stericycle)
- C. Other direction to Staff


**FISCAL NOTE**

Note that the above costs do not include the costs for the many Police, Library, DPW, Clerk, and other department employees that worked during normal working hours, in addition to their regular duties, to organize and publicize the event. DPW charged \$1,060 overtime to the 2022 event. Stericycle's 2023 quote is \$2,400 and additional containers, if needed would be \$400/each. Gauging from the use in 2022, Staff estimates that \$2,400 is sufficient.

Per the direction on August 16, 2022, this work was considered in the 2023 budget for the Solid Waste Fund (19). Stericycle contract will be charged to account 19-0341-5284.

**RECOMMENDATION**

Direction to Staff to coordinate a Shredding Event with Stericycle on May 13, 2023 for \$2,400 plus Staff overtime and other expenses.

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> February 7, 2023
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Authorize Contract with Clifton Larsen Allen to perform 2022, 2023 and 2024 Financial Audit Services</b>	<b>ITEM NUMBER</b> B.11.

On August 6, 2021 the City received and reviewed proposals from six firms to perform comprehensive financial audit services through 2024 (fiscal year). Clifton Larson Allen ("CLA") was recommended by the Finance Committee and subsequently awarded a contract by the Common Council on September 7, 2021 under Resolution 2021-7774.

The September 7, 2021 action authorized a one year audit.

Council is now requested to authorize audit services as requested in the 2021 Request for Professional Services and Finance Committee recommendation by CLA for fiscal years 2022, 2023 and 2024 and authorize certain officers to execute contracts as required for those years. CLA's base fees are \$53,400 per year. Funding for 2022 audit (2023 funds) is below.

Account	Fund	Amount
01-0152-5213	Annual Audit Fees	\$38,000.00
14-0152-5213	American Recovery Act	\$ 5,600.00
61-0731-5213	Sewer Utility	\$ 4,840.00
65-0758-5213	Water Utility	\$ 4,840.00
43-0152-5213	TID 5	\$ 1,200.00
44-0152-5312	TID 6	\$ 1,200.00
45-0152-5312	TID 7	\$ 1,200.00
40-0152-5312	TID 8	<u>\$ 1,200.00</u>
Funds Available		<u>\$58,080.00</u>

#### FISCAL NOTE

Funding has been appropriated in the 2023 budget for Audit services in the General Fund, Sewer Fund, Water Fund, ARPA fund and in TID 5, 6, 7 and 8 funds for fiscal year 2022. Funds will be proposed in subsequent annual budgets.

#### COUNCIL ACTION REQUESTED

Motion to Appoint Clifton, Larson, Allen, LLC as auditor for fiscal years 2022, 2023 and 2024 with a base annual fee of \$53,400 and authorize certain officials to sign the engagement contracts for these years.

Mayor

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023-\_\_

A RESOLUTION APPOINTING CLIFTON LARSON ALLEN, LLC  
AS AUDITORS FOR THE CITY OF FRANKLIN 2022, 2023 AND  
2024 FINANCIAL STATEMENTS

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WHEREAS, the City of Franklin is required by State Statute to prepared audited annual financial statements;

WHEREAS, Clifton Larson Allen, LLC has performed audit services for the City since 2021;

WHEREAS, a request for proposal for auditing services was circulated in July, 2021 with six firms responding;

WHEREAS, Clifton Larson Allen, LLC was deemed the most qualified firm with a competitive proposal listing base 2021 audit fees of \$53,400 including the City's Utility funds Tax Incremental Districts and Annual State Form C report; and

WHEREAS, the Finance Committee recommends appointing Clifton Larson Allen, LLC as auditors for the City of Franklin's 2022 through 2024 Financial Reports.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin appoints Clifton Larson Allen, LLC to audit the City of Franklin 2022 through 2024 financial statements.

Introduced at a regular meeting of the Common Council of the City of Franklin this 7th day of February, 2023.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 7th day of February, 2023.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2021-7774

A RESOLUTION APPOINTING CLIFTON LARSON ALLEN, LLC AS AUDITORS FOR  
THE CITY OF FRANKLIN 2021 FINANCIAL STATEMENTS

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WHEREAS, the City of Franklin is required by State Statute to prepared audited annual financial statements;

WHEREAS, the current auditing firm has audited the City since 1992 with a brief interruption from 2009 to 2015;

WHEREAS, a request for proposal for auditing services was circulated in July, 2021 with six firms responding;

WHEREAS; the current auditing firm proposal was not competitive with other qualified firms;

WHEREAS, Clifton Larson Allen, LLC was deemed the most qualified firm with a competitive proposal listing base 2021 audit fees of \$53,400 including the City's Utility funds Tax Incremental Districts and Annual State Form C report; and

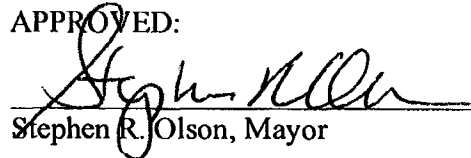
WHEREAS, the Finance Committee recommends appointing Clifton Larson Allen, LLC as auditors for the City of Franklin's 2021 Financial Report.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin appoints Clifton Larson Allen, LLC to audit the City of Franklin 2021 financial statements


Introduced at a regular meeting of the Common Council of the City of Franklin this 7th day of September, 2021.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 7th day of September, 2021.

APPROVED:

  
Stephen R. Olson, Mayor

ATTEST:

  
Sandra L. Wesolowski, City Clerk

AYES 5      NOES 0      ABSENT 1 (Ald. Holpfer)

**CITY OF FRANKLIN  
FINANCE COMMITTEE MEETING MINUTES  
AUGUST 24, 2021**

- I. The August 24, 2021 Finance Committee Meeting was called to order at 6 p.m. in the Hearing Room of Franklin City Hall by Vice Chair Howard.  
  
Present were Members Howard, Schmitt, Alderman Nelson, and Alderwoman Hanneman. Member Ciche was excused. Member Kuzik resigned. Also present were Director of Finance & Treasurer Paul Rotzenberg and Director of Administration Peggy Steeno.
- II. Citizen Comment Period: No citizens were present.
- III. Approval of the July 27, 2021 Meeting Minutes  
  
Motion made by Alderwoman Hanneman and seconded by Alderman Nelson to approve the July 27, 2021 Finance Committee Meeting minutes as submitted. Upon vote, Ayes-All, motion carried.
- IV. Review of Audit Services RFP Responses and Selection of Firm to Recommend to Audit the 2021 Financial Statements of the City of Franklin  
  
Director of Finance & Treasurer Paul Rotzenberg presented and reviewed this item with the Committee. Discussion was held.  
  
Motion made by Alderwoman Hanneman and seconded by Member Schmitt to recommend to the Common Council acceptance of the Clifton Larson Allen, LLC proposal for 2021-2024 audit services for the City of Franklin. Upon vote, Ayes-All, motion carried.
- V. Introduction of 2022 and Next 5-Year Capital Requests, Use of Financial Resources on Hand and Impact on Debt Service Requirements  
  
Director of Administration Peggy Steeno presented this item to the Committee. Discussion was held. Informational item only – no action taken.
- VI. Landfill Siting Allocation of Potential Resources in Excess of 2021 Budget Amounts  
  
Director of Finance & Treasurer Paul Rotzenberg presented this item to the Committee. Discussion was held. Informational item only – no action taken.
- VII. Update on Tax & Operating Bank Reconciliations  
  
Director of Finance & Treasurer Paul Rotzenberg presented this item to the Committee. Discussion was held. Informational item only – no action taken.



# Master Services Agreement

City of Franklin  
9229 W. Loomis Rd  
Franklin, WI 53132  
MSA Date: December 13, 2022

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for City of Franklin (“you,” or “your”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

## 1. Scope of Professional Services

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose all errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal controls as part of any services.

## 2. Management responsibilities

You acknowledge and understand that our role is to provide the services identified in an SOW and that management, and any other parties engaging CLA, have responsibilities that are fundamental to our undertaking to perform the identified services.

## 3. Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our

engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform [claconnect.com/billpay](http://claconnect.com/billpay) accepts credit card and Automated Clearing House (ACH) payments. Instructions for you to make direct bank to bank wire transfers or ACH payments will be provided upon request.

**4. Other Fees**

You agree to compensate us for reasonable time and expenses, including time and expenses of outside legal counsel, we may incur in responding to a subpoena, a formal third-party request for records or information, or participating in a deposition or any other legal, regulatory, or other proceeding relating to services we provide pursuant to a SOW.

**5. Finance charges and collection expenses**

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

**6. Dispute Resolution**

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

**7. Limitation of remedies**

These limitation of remedies provisions are not applicable for any audit or examination services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party").

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or



damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA, the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

**8. Governing Laws, Jurisdiction, and Venue**

The MSA is made under and shall be governed by the laws of the state of Wisconsin, without giving effect to choice of law principles. This includes dispute resolution and limitation of remedies.

**9. Time limitations**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within these periods (“Limitation Period”), which vary based on the services provided, and may be modified as described in the following paragraph:

Service	Time after the date we deliver the services or work product*
Tax Consulting Services	36 months
Tax Return Preparation	36 months
Examination, compilation, and preparation services related to prospective financial statements	12 months
Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information	24 months
All Other Services	12 months

\* pursuant to the SOW on which the dispute is based

If the MSA is terminated or your ongoing relationship with CLA is terminated, then the applicable Limitation Period is the lesser of the above periods or 12 months after termination of MSA or your ongoing relationship with CLA. The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

#### **10. Confidentiality**

Except as permitted by the “Consent” section of this MSA, CLA will not disclose any of your confidential, proprietary, or privileged information to any person or party, unless you authorize us to do so, it is published or released by you, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law, regulation or professional standard. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us. You also consent to our disclosure of information regarding the nature of services we provide to you to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

The workpapers and files supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers and files to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers and files in accordance with our record retention policy that typically provides for a retention period of seven years. After this period expires, our workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The workpapers and files of our firm are not a substitute for your records.

Pursuant to authority given by law, regulation or professional standards we may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

**11. Other provisions**

You agree that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this MSA, except as may be assumed in an SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, any sensitive data, including protected health information and personally identifiable information, must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all sensitive data, please contact us to discuss other potential options for transmitting the document or file.

CLA and certain owners of CLA are licensed by the California State Board of Accountancy. However, CLA has owners not licensed by the California State Board of Accountancy who may provide services under this MSA. If you have any questions regarding licensure of the personnel performing services under this MSA, please do not hesitate to contact us.

During the course of the engagement, there may be communication via fax or email. You are responsible to ensure that communications received by you or your personnel are secured and not shared with unauthorized individuals.

**12. Consent to use financial information**

We regularly aggregate anonymized client data and perform a variety of analyses using that aggregated data. Some of these analyses are published to clients or released publicly. However, we are always careful to preserve the confidentiality of the separate information that we obtain from each client, as required by the AICPA Code of Professional Conduct and various laws. Your acceptance of this MSA will serve as your consent to our use of City of Franklin anonymized data in performing and reporting on these cost comparison, performance indicator and/or benchmarking analyses.

Unless authorized by law or the client consents, we cannot use a client's tax return information for purposes other than the preparation and filing of the client's tax return. By signing and dating this MSA, you authorize CLA to use any and all information furnished to CLA for or in connection with the preparation of the tax returns under this MSA, for a period of up to six (6) years from the date of this MSA, in connection with CLA's preparation of the types of reports described in the foregoing paragraph.

**13. Consent to send you publications and other materials**

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes your name and address as well as the business and financial information you provided to us.

By signing and dating this MSA, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice.

**14. Subcontractors**

CLA may, at times, use subcontractors to perform services under this MSA, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this MSA.

**15. Technology**

CLA may, at times, use third-party software applications to perform services under this MSA. You acknowledge the software vendor may have access to your data.

**16. Termination of MSA**

This MSA shall continue for five years from December 13, 2022, unless terminated earlier by giving appropriate notice. Either party may terminate this MSA at any time by giving 30 days written notice to the other party.

Upon termination of the MSA, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

**17. Agreement**

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable addendum(s) and SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

**CliftonLarsonAllen LLP**

Jake Lenell

Principal

414-721-7572

jake.lenell@claconnect.com

**Response:**

This MSA correctly sets forth the understanding of City of Franklin.

CLA  
CliftonLarsonAllen LLP

*Jacob Lenell*

---

Jake Lenell, Principal

SIGNED 1/27/2023 2 07 13 PM CST

Client  
City of Franklin

*Stephen R. Olson*

---

Steve Olson, Mayor

SIGNED 1/27/2023 3 22 57 PM CST

**Certificate of completion**

Master Services Agreement  
Parties 2  
Certificate pages 1  
TimeZone America/Chicago

Pages 7  
Variables 40  
Audit log pages 0  
Outlaw ID -NJC2KMDsHgXZ7iejncg

Status Done  
Secrets 0  
Attachments 0

**Client (Party)**

Steve Olson  
steve-olson@wi rr com  
User ID al8OR6RNNozbg3xWDTRvMWWManfo2

**Signature**

IP Address 75 184 115 130  
Signing location On platform

*Stephen R. Olson*

**Timestamp**

Viewed 1/27/2023, 3 21 57 PM CST  
Signed 1/27/2023, 3 22 57 PM CST

**Electronic record and signature disclosure**

**CLA (Party)**

Jake Lenell  
jake lenell@claconnect com  
User ID 90W9eH2IOgZHCD1IKmoCzeeLT7b2

**Signature**

IP Address 165 225 57 181  
Signing location On platform

*Jacob Lenell*

**Timestamp**

Viewed 1/25/2023, 8 49 17 AM CST  
Signed 1/27/2023, 2 07 13 PM CST

**Electronic record and signature disclosure**



## Statement of Work - Audit Services

January 24, 2023

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated January 24, 2023, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and City of Franklin ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended December 31, 2022.

Jake Lenell, CPA is responsible for the performance of the audit engagement.

### **Scope of audit services**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Franklin, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements.

The RSI will be subjected to certain limited procedures, but will not be audited.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

### **Nonaudit services**

We will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes.
- Preparation of the required supplementary information (RSI).
- Preparation of the supplementary information.

### **Audit objectives**

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly

presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the Wisconsin State Single Audit Guidelines. Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance and the Wisconsin State Single Audit Guidelines, and other procedures we consider necessary to enable us to express opinions and render the required reports.

We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance and the Wisconsin State Single Audit Guidelines.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and the Wisconsin State Single Audit Guidelines report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance



and the Wisconsin State Single Audit Guidelines. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

#### **Auditor responsibilities, procedures, and limitations**

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, and the Uniform Guidance and the Wisconsin State Single Audit Guidelines.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Revenue recognition

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, Government Auditing Standards, and the Uniform Guidance and the Wisconsin State Single Audit Guidelines. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and the Wisconsin State Single Audit Guidelines, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and the Wisconsin State Single Audit Guidelines.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance and the Wisconsin State Single Audit Guidelines.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under Government Auditing Standards.

The Uniform Guidance and the Wisconsin State Single Audit Guidelines requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal and state awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the Wisconsin State Single Audit Guidelines.

We will evaluate the presentation of the schedule of expenditures of federal and state awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance and the Wisconsin State Single Audit Guidelines, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

### **Management responsibilities**

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal and state awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal and state awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance and the Wisconsin State Single Audit Guidelines.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal and state awards applicable to the entity's federal and state programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal and state awards applicable to the entity's federal and state programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal and state awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance and the Wisconsin State Single Audit Guidelines, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and the Wisconsin State Single Audit Guidelines; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance and the Wisconsin State Single Audit Guidelines; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance and the Wisconsin State Single Audit Guidelines; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report

thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

#### **Responsibilities and limitations related to nonaudit services**

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

#### **Use of financial statements**

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our

report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

#### **Engagement administration and other matters**

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to federal and state regulators, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the federal and state regulators. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at [www.CLAconnect.com/Aboutus/](http://www.CLAconnect.com/Aboutus/).

#### **Fees**

Our fees will not exceed \$54,520. We will also bill for expenses including travel, internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. This estimate is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation.

#### **Unexpected circumstances**

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

#### **Changes in accounting and audit standards**



Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

**Agreement**

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our audit engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to audit services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

**CliftonLarsonAllen LLP**

**Response:**

This letter correctly sets forth the understanding of City of Franklin.

CLA  
CliftonLarsonAllen LLP

*Jacob Lenell*

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Jake Lenell, Principal

Client  
City of Franklin

*Stephen R. Olson*

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Steve Olson, Mayor

**Certificate of completion**

Statement of Work - Audit Services

Pages 12

Status Done

Parties 2

Variables 170

Secrets 0

Certificate pages 1

Audit log pages 0

Attachments 0

TimeZone America/Chicago

Outlaw ID -NJC2meEfcCHIGnryp-L

**Client (Party)**

Steve Olson

**Signature**

IP Address 75 184 115 130

**Timestamp**

Viewed 1/27/2023, 3 18 50 PM CST

steve-olson@wi rr com

Signing location On platform

Signed 1/27/2023, 3 19 40 PM CST

User ID a18OR6RNnozbg3xWDTRvMWWManfo2

*Stephen R. Olson*

**Electronic record and signature disclosure**

**CLA (Party)**

Jake Lenell

**Signature**

IP Address 165 225 62 51

**Timestamp**

Viewed 1/25/2023, 8 57 14 AM CST

jake lenell@claconnect com

Signing location On platform


Signed 1/25/2023, 10 53 58 AM CST

User ID 90W9eH2IOgZHCD1IKmoCzeeLT7b2

*Jacob Lenell*

**Electronic record and signature disclosure**

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>February 7, 2023</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>A Resolution to Amend Resolution 2023-7936, A Resolution to Authorize Amendment 7, to Task Order 5 to Ruckert &amp; Mielke, Inc. for Feasibility of Storm Water Options for Elm Road Project for a Professional Fee of \$49,795” by increasing the Fee by \$760 to Accommodate Additional Insurance Requirements</b>	<b>ITEM NUMBER</b>  <i>B.12.</i>

**BACKGROUND**

On January 17, 2023, Common Council authorized Ruckert & Mielke, Inc. (R&M) to perform a feasibility study for stormwater options on W. Elm Road. This was the seventh amendment to task order No. 5 for a master agreement signed in 2014. As the resolution and amendment were in the process of signatures, a signatory would not sign because the insurance coverage was not compliant with the 2022 template. There is one discrepancy between the insurance required in 2014 and 2022. R&M received a quote for the additional insurance coverage in the amount of \$760.

**ANALYSIS**

The one discrepancy from the 2014 insurance coverages to the current agreement template is General/Commercial Liability. General commercial liability is a type of insurance policy that provides coverage to a business for bodily injury, personal injury, and property damage caused by the business’s operations, products, or injuries that occur on the business’s premises.

The existing master agreement requires limits of \$1M each occurrence / \$3M general aggregate as opposed to 2022 template that requires \$2M/\$4M. All other insurance limits in the existing master agreement match those in the City’s current standard agreement.

**OPTIONS**

- A. Rescind the resolution authorizing Ruckert & Mielke to perform this feasibility study, or
- B. Amend the resolution by increasing the \$49,795 fee by \$760 = \$50,555

**FISCAL NOTE**

This analysis was not specifically considered in the TID 8 budget. However, it is eligible for TID 8 spending as Elm Road is identified as a project. The entire budget for Elm Road will be revised/updated upon the completion of this analysis. The GL number would be 40-0321-5216.3313. Note that TID 8 has not started collecting revenue but projects like this are needed to facilitate development that creates the revenue.

**COUNCIL ACTION REQUESTED**

Adopt Resolution 2023-\_\_\_\_\_ a Resolution to Amend “Resolution 2023-7936 a resolution to authorize Amendment 7, to Task Order 5 to Ruckert & Mielke, Inc. for Feasibility of Storm Water Options for Elm Road Project for a professional fee of \$49,795” by increasing the Fee by \$760 to Accommodate Additional Insurance Requirements.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023- \_\_\_\_\_

A RESOLUTION TO AMEND RESOLUTION 2023-7936  
A RESOLUTION TO AUTHORIZE AMENDMENT 7, TO TASK ORDER 5 TO  
RUEKERT & MIELKE, INC. FOR  
FEASIBILITY OF STORM WATER OPTIONS FOR ELM ROAD PROJECT  
FOR A PROFESSIONAL FEE OF \$49,795 BY INCREASING THE FEE BY  
\$760 TO ACCOMMODATE ADDITIONAL INSURANCE REQUIREMENTS

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WHEREAS, Franklin is developing a Franklin Corporate Park in the southeast corner of the City known as Tax Increment District 8 (TID8) through resolution 2020-7620; and

WHEREAS, Ruekert & Mielke is performing several professional services for TID8, including, but not limited to improvements of W. Elm Road and S. Hickory Street; and

WHEREAS, Milwaukee County has offered an easement to address the stormwater management needs of W. Elm Road in the amount of \$700,000; and

WHEREAS, there may be a more cost-effective solution using green infrastructure components; and

WHEREAS, Ruekert & Mielke is most qualified to provide a feasibility analysis and preliminary design of options using green infrastructure; and

WHEREAS, task order 5 of the Ruekert & Mielke agreement needs modification because of scope changes; and

WHEREAS, the previous resolution 2023-7936 included a fee of \$49,795 based on insurance requirements that do not meet current City requirements and ability to obtain those requirements are an additional expense of \$760.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that resolution 2023-7936 be amended to increase the fee by \$760 to accommodate additional insurance requirements.

Introduced at a regular meeting of the Common Council of the City of Franklin the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>X</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>2/7/2023</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Moving Staffing and Budget for a .5 Secretarial Position from the Engineering Department to the Planning Department</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><b>B.13.</b></p>

**BACKGROUND**

A full-time Secretary left employment in December of 2022. This position was authorized and budgeted 50% in the Engineering Department and 50% in the Sewer & Water Department. Replacement of this vacancy has not been authorized.

The Planning Department has continued to request additional clerical help to perform data entry of projects, answering of phones, helping customers at the counter, etc. Job analysis shows that splitting the position between departments would be an effective use of the position and budget and help with the workload in planning.

**ANALYSIS**

A part-time (.75) Secretary from another department has offered to move to full-time employment, and would work 2 hours per day in the Planning Department. Providing additional clerical support will help relieve the two current Planners from some of their administrative duties and allow them to concentrate on some of the higher-level planning functions. This would use approximately 1/2 of the transferred funding. The additional funding would be available for any projects requiring authorized overtime or for contracting out services.

**FISCAL IMPACT**

This would remove approximately \$30,380 in expenditures from the various Engineering 01-0321 Personal Services Salary and Benefits Accounts and add this same amount to the various Planning - 01-621 Personal Service Salary and Benefits Accounts. In the event that an appropriation would be needed for contract services a future budget amendment will be requested.

**COUNCIL ACTION REQUESTED**

Motion to remove a .5 authorized Secretary position and expenditure from the Engineering table of positions and 01-0321 Personal Services Salary and Benefits budget accounts as of February 13, 2023 and add it to the Planning table of positions and 01-0621 Personal Services Salary and Benefits budget accounts.

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>J</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>2/7/2023</b></p>
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<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Restructuring of the Authorized Positions in the Finance Department</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>2.14.</i></p>
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***BACKGROUND***

Our full-time Accountant retired approximately 2 ½ years ago. His job duties have been completed by the 2 Account Clerks picking up additional duties and hours, along with the Accounting Supervisor.

Our .48 Finance Clerk has submitted her resignation with her last day being 2/16/23.

***ANALYSIS***

City Staff recommends combining the 2 vacant positions and hiring 1 full-time employee.

The Finance Clerk position is rated as a salary grade 2 position without benefits. The Accountant position is a salary grade 5 position with benefits. Staff proposes that the combined position will be a salary grade 4 with the standard non-represented benefits. A consolidated job description will be prepared over the next few months, with input from our anticipated new Director of Finance, and prior to the start of our new Classification and Compensation analysis project. Initially we will call the position an AP (Accounts Payable) Accountant.


***FISCAL IMPACT***

As the full-time Accountant and the .48 Finance Clerk positions were both funded in the 2023 budget, expenditures will be within the allocated budget. There will be some minimal budget savings of approximately \$25,000 by combining these 2 positions, although a portion of these savings are being used for a part-time temporary accountant who has been brought in due to the absence of the Director of Finance.

**COUNCIL ACTION REQUESTED**

Motion to approve consolidation of the .48 Finance Clerk position and the 1 FTE Accountant position to allow for the hiring of 1 full-time AP Accountant at the Salary Grade 4 pay grade.

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> February 7, 2023
<b>Reports &amp; Recommendations</b>	<b>A Resolution to Execute A Three-Year Service Agreement with Primadata, LLC And Bayside Printing, LLC For Printing and Mailing Utility Bills</b>	<b>ITEM NO.</b> 2.15.

**BACKGROUND**

In 2019, the City of Franklin chose the team of Primadata, LLC and Bayside Printing, LLC to print and mail the quarterly bills for the Franklin Water and Sewer Utilities. Staff has had no issues on the performance of this contract and have commented that this company “has been great to work with.” A new agreement has been prepared for the next three years with a one-year extension.

There are approximately 10,500 customers who receive these bills. Even though the utility customers have been steadily increasing, the cost to the Utilities have been decreasing as more customers start using the paperless bill option. For the 2022 fourth quarter, 9,374 bills were sent.

**ANALYSIS**

When compared to the 2019 agreement, here are the notable changes.

1. The cost to print the statement has increased from \$0.13 to \$0.14 per page. This would add up to \$420/year.
2. Inserting a page has increased from \$0.02 to \$0.03 per page. Note that this is used when the water quality report is distributed once per year. Typically, two of the four mailings each year have an insert so this would add up to \$210/year.
3. The hourly work to create special needs has increased from \$125/hour to \$175/hour. Note that Franklin has not needed any additional work nor is any anticipated.
4. There is now a clause to allow for price increases should cost of materials increase at least 6%. The company adopted this clause during COVID-19 times and there are currently unusual circumstances causes erratic paper and printing costs.

The previous and current agreement have a charge for receiving a .pdf of the bills, but Staff has a workaround where this charge no longer applies.

The agreement is for three years (2023, 2024, and 2025) with an automatic one-year renewal option for 2026. Written notification will need to be provided if service in 2026 is not desired. There also are terms that allow the agreement to be terminated at any time.

**OPTIONS**

- A. Authorize Primadata, LLC and Bayside Printing, LLC to continue doing the printing and mailing work for the next three years, or
- B. Other direction to staff.

**FISCAL NOTE**

In 2022, \$6,891.62 was spent on utility bill printing. The Sewer and Water Utilities share the cost of this expense and the split is calculated on the number of customers for the respective utilities. 56% is charged to Sanitary Sewer Printing Account 61.0731.5313 and 44% is charged to Water Utility Outside Services Account 65.0758.5219.

- 2023 budget for 61.0731.5313 is \$5,000 (\$682.43 for the 2022 fourth quarter bills have been charged to this account.
- 2023 budget for 65.0758.5219 is \$100,000 (\$536.19 for the 2022 fourth quarter bills have been charged to this account.

Postage is at-cost and subject to increase when USPS postal rates increase.

**RECOMMENDATION**

(Option A) Resolution 2023-\_\_\_\_\_ a resolution to authorize execution of a three-year service agreement with Primadata, LLC And Bayside Printing, LLC for printing and mailing utility bills.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023- \_\_\_\_\_

A RESOLUTION TO EXECUTE A THREE-YEAR SERVICE AGREEMENT WITH  
PRIMADATA, LLC AND BAYSIDE PRINTING, LLC FOR  
PRINTING AND MAILING UTILITY BILLS

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WHEREAS, the Franklin Sewer and Water Utilities have a need for services to print and mail utility bills; and

WHEREAS, Primadata, LLC and Bayside Printing, LLC was awarded a contract in 2019 to perform such services and have performed their services with great satisfaction; and

WHEREAS, the increase in costs is incrementally small and justifiable considering the costs of goods and services.

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Franklin that a three-year service agreement with Primadata, LLC And Bayside Printing, LLC be awarded for services in the years of 2023, 2024, and 2025 with a renewal option for 2026.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_, 2023, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

# 3 Year Service Agreement Primadata/Bayside Printing/City of Franklin

Date: 1-27-2023

Project Name: **Utility Bills**

**Primadata, LLC and Bayside Printing, LLC** (collectively, "Service Provider") will supply the **City of Franklin** ("Customer") will accept exclusively from Service Provider all of the Service Items listed in the text of this Agreement. Customer agrees to pay Service Provider for all services rendered on a net thirty (30) basis. Customer warrants that it is not subject to any existing Agreement for the processing services described within this Agreement. Service Provider guarantees that it will provide print and mail services based on services described within the contents of the Agreement.

Customer agrees and acknowledges the following as an Agreement to services rendered for the period of three (3) years with a one (1) year auto renewal option. Sixty (60) day prior notice is required for forfeiture of one (1) year auto renewal option. If Customer believes Service Provider has consistently failed to provide quality of goods and services as described within the Agreement, Customer may terminate this Agreement without penalty provided that Customer first gives Service Provider written notice detailing such service deficiencies and if Service Provider fails to resolve such deficiencies within sixty (60) days after notice. If Customer terminates the Agreement for reasons other than service deficiencies, the penalty is \$95.00/month for any remaining months left on the Agreement. Customer concerns shall be presumed resolved unless Customer gives Service Provider a second written notice detailing the continuing deficiencies within ten (10) days after the expiration of such sixty (60) day resolution period. Customer may then cancel this Agreement provided that all previous balances due to Service Provider are paid, for all services rendered

Service Provider assumes there will be one (1) mail stream, with no splits, multiple mail groups, or stock changes. The quoted statements would be a **quarterly** statement run and is requiring a three (3) year processing commitment between all Parties.

Service Provider will invoice this project on a **quarterly** basis. The full scope of work is laid out below and priced according to the previously received quote from Service Provider. In addition, the attached Implementation Plan (Schedule A) has additional job specs and details.

## Scope of Work

<u>Item</u>	<u>Description</u>
Acct #1900	
PROCESSING Utility Bills Quarterly	SETUP/PRINT/FOLD/INSERT/METER/MAIL Print 1/1 on 24# White 8 5x11 with 3 5"perf Insert with # 9 Single Window Envelope into #10 Double Window Envelope
Delivery Service	First Class Presort Mail Electronic submission of Paperwork & Deliver to Post Office

<u>Item</u>	<u>Price / Description</u>
Initial One Time Setup	\$1,625 00 (Waived with signed Agreement)
Statement Page 1	\$0.1400 /each – base on 10,500 records The unit price per record could vary depending on the quantity not dropping below 9,500 or exceeding 11,500 records
Additional Images	\$0.04 Black \$0 08 Color/image – Image is each side of the sheet of paper
Flat	\$0.65/each – Additional cost per piece of 9x12 (includes the cost of envelope)
PDF Images	\$0 02 /image – PDF images supplied back via FTP
Inserting - Service	\$0 03 /each – based on 10,500 records
Inserting - Printing	To be quoted at time of production
Postage	Postage as incurred and invoiced separately, requires postage account to be setup.

### Optional Services

Messages (On-serfs)	\$0.00/each (as long as message fits message area)
No Mails	\$0 00 /run
Special Pulls	\$0 00 /run

### Notes

- 1) Optional Services are not included in the total cost.
- 2) As of July 1 1998, all addresses on any discount rate first class mail must have been exposed to NCOA updating or ancillary endorsement readings on the outer front read area of the mailing envelopes.
- 3) Any provided stock must be pre-authorized to meet equipment specifications.
- 4) Any developmental program work not listed in the specifications or the quote, but necessary for the job, will be billed accordingly. Programming services for calculation and lookup tables, custom reports multiple versions, author changes, non-standard data, etc. are charged at **\$175.00** per hour.
- 5) Postage prices are subject to change according to USPS.
- 6) In the event that cost of materials increases by at least 6% during the duration of the agreement, Service Provider reserves the right to review pricing and discuss any potential needed price adjustments with Customer.

### Production schedules

Production schedules will be established and followed by both the Customer and Service Provider. In the event that production schedules are not adhered to by the Customer, delivery dates will be subject to renegotiations. There will be no liability or penalty for delivery due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of the Service Provider. In such cases, schedules will be extended by an amount of time equal to delay incurred.

### Alterations/Corrections

Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the Service Provider's current rates.

### **Customer Furnished Materials**

Materials furnished by Customer or their suppliers are verified by delivery tickets. The Service Provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by the Service Provider. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the Customer must be usable by the Service Provider without alteration or repair. Items not meeting this requirement will be repaired by the Customer, or by the Service Provider at the Service Provider's current rates.

### **Outside Purchases**

Unless otherwise agreed in writing, all outside purchases as requested or authorized by the Customer, are chargeable.

### **Terms/Claims/Liens**

Payment is net thirty (30) calendar days from date of invoice. Claims for defects, damages or shortages must be made by the Customer in writing no later than ten (10) calendar days after services are rendered. If no such claim is made, the Service Provider and the Customer will understand that the job has been accepted. Postage invoices will be sent by Service Provider after each mailing. Payment terms for postage invoices is "due on receipt"

### **Personal or Economic Rights**

The Customer also warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The Customer will, at the Customer's sole expense, promptly and thoroughly defend the Service Provider in all legal actions on these grounds as long as the Service Provider:

- Promptly notifies the Customer of the legal action.
- Gives the Customer reasonable time to undertake and conduct a defense.

The Service Provider reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper or infringing upon copyright law.

### **Storage/Warehousing**

The Service Provider will retain tangible paper materials until the related end product has been accepted by the Customer. The Service Provider is not liable for any loss or damage to stored material beyond what is recoverable by the Service Provider's fire and extended insurance coverage. Any unused tangible paper materials will be returned to Customer, at Customer's expense, or destroyed upon termination of the Agreement.

### **Security**

Services included in this Agreement may or may not involve the transfer of nonpublic personal information between the Parties. This information is the property of Customer and will be used only for the purposes set forth in this Agreement. All information will be rendered with a high degree of care to protect the security, integrity and confidentiality of the information. All information will either be returned to Customer or destroyed (not retained) upon completion of the work or, in any event, upon termination of the Agreement.

Under some limited circumstances, the further transfer of information may be needed to accomplish the purposes for which Customer has contracted Service Provider. If a transfer of the information by Service Provider to a third party is required and permitted, Service Provider agrees that

- a. Customer is not a party to the Agreement with the third party.



- b Service Provider will use caution and prudence in the selection of responsible third parties as permitted under this term.
- c Service Provider will obtain an Agreement from the third party it selects that the third party will use a high degree of care to protect the security, integrity and confidentiality of the information, use the information only for the purposes agreed upon, not transfer the information further, return or destroy the information to Service Provider upon either the completion of the work, or in any event, not later than the termination of the Agreement for services

Any and all information disclosed by Customer shall be deemed to be confidential information. Service Provider shall not use Customer information for any purpose other than as reasonably necessary to fulfill the terms of this Agreement, and shall not disclose Customer information to any third party person without the prior written consent of Customer. Service Provider shall not make Customer information available to any employees, contractors, or agents of Service Provider except those with a need to know. Service Provider shall implement appropriate measures to ensure the security and confidentiality of all Customer information in its possession from time to time, including protecting against any anticipated threats or hazards to the security or integrity of the Customer information. Upon written and reasonable notice from Customer to Service Provider, Service Provider will provide access to Service Provider premises during regular business hours to audit compliance with this section. Upon written request from Customer, Service Provider shall supply, from time to time, written certification of compliance with this section. Service Provider agrees to take appropriate action for all security breaches, including but not limited to, incidents of unauthorized access to or misuse of any Non-Public Personal Information (as these terms are defined in the Privacy Regulations issued pursuant to the Gramm-Leach-Bliley Act), and shall notify Customer of any such security breach immediately, not to exceed twenty four (24) hours from time of discovery. In addition, Service Provider agrees to observe applicable state and federal law in the use and retention of confidential information. The Parties agree that this is a material term of the Agreement.

#### **Liability**

The Service Provider's liability will be limited to the replacement of, and postage for, any errors in printing, storing, sorting and mailing of statements or loss of inserts to the statements. The loss of Private Member Data due to a breach, whether internal or external, can cause severe reputation damage to both the Service Provider and the Customer. Service Provider will maintain Cyber Liability insurance coverage in the amount of at least \$1,000,000 to aid in rectifying and repairing member and Customer confidence. To help limit the effects of a breach, Service Provider will remove all Customer's data from their systems (including backup systems) within one hundred twenty (120) days of mailing of the statements. This includes data files and all files generated for each specific print job. Customer retains the right to audit Service Provider with twenty four (24) hour notice to determine compliance with this provision. Service Provider and Customer agree to notify each other in a timely manner should either become aware of a data breach.

#### **Limitation of Liability with Respect to Customer**

Notwithstanding any other article herein to the contrary, this Agreement shall not be construed in any way so as to waive the Customer's immunity from liability and/or limitation of damages as set forth within any Federal, State, or local statute, ordinance, rule or regulation including, but not limited to, the limits of liability, and statute of limitations, as set forth within Section 893 80 through 893 82 of the Wisconsin State Statutes.

### **Indemnification**

The Customer agrees to indemnify and hold harmless Service Provider for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving work produced from data provided by Customer. Service Provider must notify Customer of any such action within five (5) business days of knowledge of such action. Service Provider agrees to indemnify and hold harmless Customer for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving software, processes and machinery used in the production of documents for Customer.

### **Dispute Resolution**

The Parties will attempt to resolve any dispute or claim arising from or in connection with this Agreement by appropriate internal means, including referral to each Parties senior management. Before either Party may bring any action or other proceeding, such Party will promptly notify the other Party in writing of the dispute or claim. No action will be brought until: (a) the respective key personnel for each Party conduct a study of the dispute or claim, (b) a meeting between the Parties, including at least one representative of senior management, is held at a mutually convenient time and place as soon as practicable to try to resolve the dispute; and (c) if after such meeting takes place, one of the Parties sends a letter to the other stating it is unable to resolve the matter in dispute. Thereafter, the Parties may, by mutual consent, seek to resolve any disputes by the use of mediation and/or binding or non-binding arbitration. Unless the Parties agree otherwise in writing, neither Party waives its right to seek the remedies otherwise available to it under this Agreement by pursuing alternative dispute resolution such as mediation or arbitration.

### **Recognition B: Parties of Adequacy of Terms of Agreement**

The Parties agree that their negotiations have led each Party to an understanding of the business needs and requirements of the other Party in connection with the services to be provided under this Agreement. Each of the Parties acknowledges that the terms of this Agreement adequately define and provide for its business needs and requirements in connection with the services to be provided under this Agreement.

### **Relationship of the Parties**

No employment, partnership, or agency relationship or joint venture is created by reason of this Agreement. Neither Party is authorized to bind the other to any Agreement or contract with any third party.

### **Assignment Agreement for Benefit of Parties Only**

This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their successors and permitted assigns. Notwithstanding the above, neither Party may assign this Agreement without the prior written consent of the other Party. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their successors and permitted assigns.

### **Entire Agreement: Amendment: Waiver**

Each of the Parties acknowledges that it has reviewed this Agreement and understands its terms and conditions. This Agreement (including the Attachments) represents the complete understanding of the Parties with respect to the matters set forth in this Agreement and supersedes any and all previous representations, statements, or promises, whether verbal or in writing. The Parties specifically affirm the limitations in respect of warranties and remedies set forth in this Agreement and agree that no other warranties or promises have been made except for such express warranties made. This Agreement may not be modified, altered, amended, or changed except by mutual agreement of the Parties in writing. No failure by either Party to insist upon

strict performance of any term of this Agreement will act as a waiver of such Parties right to upon strict performance of such term at a later time or to insist upon strict performance of any other term of this Agreement.

**Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin as if it were negotiated, executed and performed entirely within the State of Wisconsin. The jurisdiction and venue for any dispute under this agreement shall be the circuit court for Brown County, State of Wisconsin.

**Notices**

All notices and other communications required or permitted by this Agreement shall be in writing and will be effective when delivered to the addresses for the Parties set forth in the first paragraph of this Agreement by hand or by a nationally recognized overnight courier services (costs prepaid).

**Counterparts: Electronic Signatures**

This Agreement may be executed in any number of counterparts, and each shall be deemed an original with all such counterparts constituting one and the same instrument. A manual signature on this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**City of Franklin**

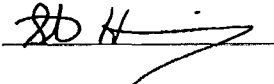
By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

**Primadata, LLC**

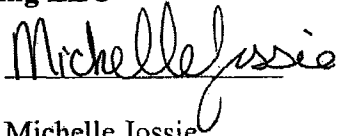
By:  \_\_\_\_\_

Print Name: Steve Hurning

Title: CFO

Date: 1-27-2023

**Bayside Printing LLC**

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

Print Name: Michelle Jossie

Title: OWNER

Date: 1-27-2023

<b>APPROVAL</b>  X	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  2/7/2023
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>A Resolution Approving a Partial Property Tax Rescission for 2022 for Parcel #744-1001-000</b>	<b>ITEM NUMBER</b>  B.16.

**BACKGROUND**

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission is appropriate and necessary. FF&E, LLC, owner and operator of the Hampton Inn & Suites located at 6901 S. 76th Street, Parcel 744-1001-000, brought action against the City for refund of excessive real estate taxes imposed on FF&E by the City for this property for the years 2020 and 2022. Per the Settlement Agreement, the City already refunded the \$16,609.30 partial refund of property taxes for the 2020 tax year. However, the taxes that were overcharged, as settled upon per the Settlement Agreement, need to be rescinded for 2022.

**ANALYSIS**

Below are the details and reason that this property is being presented for partial rescission for 2022. In addition, the specific condition as outlined by State Statutes is included:

**Parcel #744-1001-000 / FF&E, LLC for Hampton Inn & Suites / 6901 S. 76th Street - \$13,217.67 – (State Statute 74.33 (b) – The assessment included real property improvements that did not exist on the assessment date.) – The total assessed value for 2022 per the 2022 property tax bill was \$8,400,000. Per the Settlement Agreement, the parties agreed that the assessment of the Property for the 2022 tax year shall not exceed \$7,650,000.**

**FISCAL IMPACT**

The impact of the above rescission is likely a bad debt expense for the City in the amount of \$13,217.67. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will complete the statutory submittal.

**RECOMMENDATION**

Staff recommends that Council authorize this resolution to partially rescind the above noted taxes as outlined.

**COUNCIL ACTION REQUESTED**

Motion to approve Resolution No. 2023-\_\_\_\_, A Resolution Approving a Partial Property Tax Rescission for 2022 for Parcel #744-1001-000; and direct staff to file the chargeback request with the DOR.

STATE OF WISCONSIN: CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023-\_\_\_\_\_

A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION FOR 2022  
FOR PARCEL #744-1001-000

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WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74.33 (1) (b), which states that the assessment included real property improvements that did not exist on the assessment date, and a partial rescission of the 2022 tax due is appropriate:

FF&E, LLC  
425 First Street  
Savanna, IL 61074  
(Parcel #744-1001-000) \$13,217.67

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to rescind the sum of \$13,217.67 for 2022; and

BE IT FURTHER RESOLVED, that the proper City Officials are authorized and directed to seek compensation from the other taxing authorities, if applicable, per Wisconsin State Statutes 74.41.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2023.

Resolution introduced and adoption moved by Alderperson \_\_\_\_\_. Motion for adoption seconded by Alderperson \_\_\_\_\_.


APPROVED:

\_\_\_\_\_  
Stephen R Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_ NOES \_\_\_\_ ABSENT \_\_\_\_

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>2/7/2023</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A Resolution Approving a Partial Property Tax Rescission for 2022 for Parcel #714-0003-002</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><b>B.17.</b></p>

**BACKGROUND**

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission is appropriate and necessary. Wal-Mart Real Estate Business Trust, owner and operator of the Wal-Mart located at 6701 S. 27th Street, Parcel 714-0003-002, brought action against the City for refund of excessive real estate taxes imposed on Wal-Mart by the City for this property for the years 2021 and 2022. Per the Settlement Agreement, the City already refunded the \$3,706.92 partial refund of property taxes for the 2021 tax year. However, the taxes that were overcharged, as settled upon per the Settlement Agreement, need to be rescinded for 2022.

**ANALYSIS**

Below are the details and reason that this property is being presented for partial rescission for 2022. In addition, the specific condition as outlined by State Statutes is included:

**Parcel #714-0003-002 / Wal-Mart Real Estate Business Trust / 6701 S. 27th Street - \$18,266.94 – (State Statute 74.33 (b) – The assessment included real property improvements that did not exist on the assessment date.) –** The total assessed value for 2022 per the 2022 property tax bill was \$11,511,000. Per the Settlement Agreement, the parties agreed that the assessment of the Property for the 2022 tax year shall not exceed \$10,461,000. This will be presented to the Board of Review.

**FISCAL IMPACT**

The impact of the above rescission is likely a bad debt expense for the City in the amount of \$18,266.94. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will complete the statutory submittal.

**RECOMMENDATION**

Staff recommends that Council authorize this resolution to partially rescind the above noted taxes as outlined.

**COUNCIL ACTION REQUESTED**

Motion to approve Resolution No. 2023-\_\_\_\_, A Resolution Approving a Partial Property Tax Rescission for 2022 for Parcel #714-0003-002; and direct staff to file the chargeback request with the DOR.

STATE OF WISCONSIN: CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023-\_\_\_\_\_

A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION FOR 2022  
FOR PARCEL #714-0003-002

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WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74.33 (1) (b), which states that the assessment included real property improvements that did not exist on the assessment date, and a partial rescission of the 2022 tax due is appropriate:

Wal-Mart Real Estate Business Trust 702 SW 8th Street Bentonville, AK 72716 (Parcel #714-0003-002)	\$18,266.94
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NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to rescind the sum of \$18,266.94 for 2022; and

BE IT FURTHER RESOLVED, that the proper City Officials are authorized and directed to seek compensation from the other taxing authorities, if applicable, per Wisconsin State Statutes 74.41.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2023.

Resolution introduced and adoption moved by Alderperson \_\_\_\_\_. Motion for adoption seconded by Alderperson \_\_\_\_\_.

APPROVED:


\_\_\_\_\_  
Stephen R Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_ NOES \_\_\_\_ ABSENT \_\_\_\_



<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>2/7/2023</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A Resolution Approving a Partial Property Tax Rescission and Refund for 2022 for Parcel #934-0106-000</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><b>D.18.</b></p>

**BACKGROUND**

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission/refund is appropriate and necessary. New construction checks take place around January 1st to note percentage completion of new dwellings; the note from the prior assessor indicated 100% complete. Due to that note, Accurate measured and listed the house as 100% completed. This miscommunication from prior assessor resulted in an incorrect charge for the 2022 tax year. Therefore, the taxes that were overcharged need to be rescinded and refunded.

**ANALYSIS**

Below are the details and reason that this property is being presented for partial rescission and refund. In addition, the specific condition as outlined by State Statutes is included:

**Parcel #934-0106-000 / Kelly and Donna Driscoll / 7949 Oakwood Way W - \$9,010.49** – (*State Statute 74.33 (b) – The assessment included real property improvements that did not exist on the assessment date.*) – The property owner called in January 2023 stated she agreed with the value that was sent on the notice but assumed her taxes would be prorated for the partial completion as of the 1st of the year, therefore, she did not call during Open Book nor did she file for Board of Review. The Assessor reviewed the notes and saw the prior assessor notes from 1/20 indicated 100% complete which triggered to Accurate to do an onsite visit to confirm the new dwellings details which was completed in July of 2022. The house was 100% completed at the time of their field visit which matched the prior assessor note. This resulted in the new home being valued at full market value. Given the property owner did not speak up at the points of time during the assessment cycle (OB or BOR) the full value was placed in the roll book. Therefore, the City’s records were not correct. This has been verified by the Assessor, the correction has been made, and will be presented to the Board of Review for the 2023 Assessment/Tax Year.

**FISCAL IMPACT**

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$3,283.41. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will complete the statutory submittal and make the request to be reimbursed by the other taxing entities for their prorated shares totaling approximately \$5,727.08.

**RECOMMENDATION**

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined.

## **COUNCIL ACTION REQUESTED**

Motion to approve Resolution No. 2023-\_\_\_\_, A Resolution Approving a Partial Property Tax Rescission and Refund for 2022 for Parcel #934-0106-000; and direct staff to file the chargeback request with the DOR and seek compensation from the other taxing authorities.

DOA-PS/CLERK

STATE OF WISCONSIN: CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023-\_\_\_\_\_

A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND  
FOR 2022 FOR PARCEL #934-0106-000

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WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74.33 (1) (b), which states that the assessment included real property improvements that did not exist on the assessment date, and a partial rescission and refund of the 2022 tax due is appropriate:

KELLY DRISCOLL & DONNA DRISCOLL 7949 Oakwood Way W Franklin, WI 53132 (Parcel #934-0106-000)	\$9,010.49
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NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to rescind and refund the sum of \$9,010.49 for 2022.

BE IT FURTHER RESOLVED, that the proper City Officials are authorized and directed to seek compensation from the other taxing authorities, if applicable, per Wisconsin State Statutes 74.41.

*Funds for this purpose are appropriated from Account Number 01-0198-5543, Refunded Property Taxes*

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2023.

Resolution introduced and adoption moved by Alderperson \_\_\_\_\_. Motion for adoption seconded by Alderperson \_\_\_\_\_.

APPROVED:

\_\_\_\_\_  
Stephen R Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_ NOES \_\_\_\_ ABSENT \_\_\_\_

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<b>APPROVAL</b>  ✍	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  2/7/2023
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<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>A Resolution Approving a Partial Property Tax Rescission and Refund for 2022 for Parcel #934-0016-000</b>	<b>ITEM NUMBER</b>  D.19.
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**BACKGROUND**

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission/refund is appropriate and necessary. New construction checks take place around January 1st to note percentage completion of new dwellings; the note from the prior assessor indicated the home was complete. Due to that note, Accurate added a new house, however, the new home was on the neighboring parcel. This miscommunication from prior assessor as well as the assessor's error, resulted in an incorrect charge for the 2022 tax year. Therefore, the taxes that were overcharged need to be rescinded and refunded.

**ANALYSIS**

Below are the details and reason that this property is being presented for partial rescission and refund. In addition, the specific condition as outlined by State Statutes is included:

**Parcel #934-0016-000 / Demlang Builders LLC / 10061 Ryan Creek Ct S - \$8,774.34** – (State Statute 74.33 (b) – *The assessment included real property improvements that did not exist on the assessment date.*) – The Assessor reviewed the notes from the prior assessor from 1/20/22 that indicated a new house was completed which triggered to Accurate to do an onsite visit to confirm the new dwellings details which was completed in July of 2022. Given there weren't many houses built, the onsite Assessor assumed the new home near the parcel was the correct home to add. The Assessor should have confirmed the parcel via GIS mapping to ensure the correct home was added to the correct parcel which doesn't appear to have occurred. The property owner did not speak up at the points of time during the assessment cycle (OB or BOR), so the improvement value was placed in the roll book. Therefore, the City's records were not correct. An Assessor did an onsite visit in December 2022 to confirm it is still a vacant parcel. This has been verified by the Assessor, the correction has been made, and will be presented to the Board of Review for the 2023 Assessment/Tax Year.

**FISCAL IMPACT**

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$2,751.20. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will complete the statutory submittal and make the request to be reimbursed by the other taxing entities for their prorated shares totaling approximately \$6,023.14.

**RECOMMENDATION**

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined.

## **COUNCIL ACTION REQUESTED**

Motion to approve Resolution No. 2023-\_\_\_\_, A Resolution Approving a Partial Property Tax Rescission and Refund for 2022 for Parcel #934-0016-000; and direct staff to file the chargeback request with the DOR and seek compensation from the other taxing authorities.

DOA-PS/CLERK

STATE OF WISCONSIN: CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023-\_\_\_\_\_

A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND  
FOR 2022 FOR PARCEL #934-0016-000

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WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74.33 (1) (b), which states that the assessment included real property improvements that did not exist on the assessment date, and a partial rescission and refund of the 2022 tax due is appropriate:

DEMLANG BUILDERS LLC 10061 Ryan Creek Ct S Franklin, WI 53132 (Parcel #934-0016-000)	\$8,774.34
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NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to rescind and refund the sum of \$8,774.34 for 2022.

BE IT FURTHER RESOLVED, that the proper City Officials are authorized and directed to seek compensation from the other taxing authorities, if applicable, per Wisconsin State Statutes 74.41.

*Funds for this purpose are appropriated from. Account Number 01-0198-5543, Refunded Property Taxes*

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2023.

Resolution introduced and adoption moved by Alderperson \_\_\_\_\_. Motion for adoption seconded by Alderperson \_\_\_\_\_.

APPROVED:

\_\_\_\_\_  
Stephen R Olson, Mayor


ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_ NOES \_\_\_\_ ABSENT \_\_\_\_

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<b>APPROVAL</b>  	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>2/17/2023</b>
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<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>A Resolution Approving a Partial Property Tax Rescission and Refund for 2022 for Parcel #934-0028-000</b>	<b>ITEM NUMBER</b>  <b>D.20.</b>
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**BACKGROUND**

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission/refund is appropriate and necessary. New construction checks take place around January 1st to note percentage completion of new dwellings; the note from the prior assessor indicated new dwelling. Due to that note, Accurate measured and listed the house as 100% completed. This miscommunication from the prior assessor resulted in an incorrect charge for the 2022 tax year. Therefore, the taxes that were overcharged need to be rescinded and refunded.

**ANALYSIS**

Below are the details and reason that this property is being presented for partial rescission and refund. In addition, the specific condition as outlined by State Statutes is included:

**Parcel #934-0028-000 / Sachin Mhatre & Chandravati Pujari / 10045 Woodside Ct S - \$8,376.04 – (State Statute 74.33 (b) – The assessment included real property improvements that did not exist on the assessment date.)** –The Assessor reviewed the notes and saw the prior assessor notes from 1/20 indicated “new dwelling” and which triggered to Accurate to do an onsite visit to confirm the new dwellings details. This resulted in the new home being valued at full market value. Given the property owner did not speak up at the points of time during the assessment cycle (OB or BOR) the full value was placed in the roll book. Therefore, the City’s records were not correct. The correction has been made and will be presented to the Board of Review for the 2023 Assessment/Tax Year.

**FISCAL IMPACT**

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$3,042.25. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will complete the statutory submittal and make the request to be reimbursed by the other taxing entities for their prorated shares totaling approximately \$5,333.79.

**RECOMMENDATION**

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined.

## **COUNCIL ACTION REQUESTED**

Motion to approve Resolution No. 2023\_\_\_\_, A Resolution Approving a Partial Property Tax Rescission and Refund for 2022 for Parcel #934-0028-000; and direct staff to file the chargeback request with the DOR and seek compensation from the other taxing authorities.

DOA-PS/CLERK

STATE OF WISCONSIN: CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023-\_\_\_\_\_

A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR 2022 FOR PARCEL #934-0028-000

WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74.33 (1) (b), which states that the assessment included real property improvements that did not exist on the assessment date, and a partial rescission and refund of the 2022 tax due is appropriate:

SACHIN V MHATRE AND CHANDRAVATI PUJARI  
10045 Woodside Ct S  
Franklin, WI 53132  
(Parcel #934-0028-000) \$8,376.30

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to rescind and refund the sum of \$8,376.30.34 for 2022; and

BE IT FURTHER RESOLVED, that the proper City Officials are authorized and directed to seek compensation from the other taxing authorities, if applicable, per Wisconsin State Statutes 74.41.

*Funds for this purpose are appropriated from Account Number 01-0198-5543, Refunded Property Taxes*

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2023.

Resolution introduced and adoption moved by Alderperson \_\_\_\_\_. Motion for adoption seconded by Alderperson \_\_\_\_\_.

APPROVED:

\_\_\_\_\_  
Stephen R Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_ NOES \_\_\_\_ ABSENT \_\_\_\_

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>X</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A Resolution Approving a Partial Property Tax Rescission and Refund for 2022 for Parcel #797-9998-000</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>B. 21</i></p>

***BACKGROUND***

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission/refund is appropriate and necessary. This parcel value had a duplicate increase applied to the property, and resulted in an incorrect charge for the 2022 tax year. Therefore, the taxes that were overcharged need to be rescinded and refunded.

***ANALYSIS***

Below are the details and reason that this property is being presented for partial rescission and refund. In addition, the specific condition as outlined by State Statutes is included:

**Parcel #797-9998-000 / Rosemarie Bosch / 11625 St Martins Rd W - \$7,978.83** – *(State Statute 74.33 (a) – A clerical error has been made in the description of the property or in the computation of the tax – The Assessor found that when applying the increase percent of value to the parcel, an increase was applied to each of the two dwellings on the single parcel instead of a single increase on the parcel overall which resulted in an incorrect total assessed value. The correction has been made and will be presented to the Board of Review for the 2023 Assessment/Tax Year.*

***FISCAL IMPACT***

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$3,932.91. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will complete the statutory submittal and make the request to be reimbursed by the other taxing entities for their prorated shares totaling approximately \$4,045.92.

***RECOMMENDATION***

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined.

**COUNCIL ACTION REQUESTED**

Motion to approve Resolution No. 2023-\_\_\_\_, A Resolution Approving a Partial Property Tax Rescission and Refund for 2023 for Parcel #797-9998-000; and direct staff to file the chargeback request with the DOR and seek compensation from the other taxing authorities.

STATE OF WISCONSIN: CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023-\_\_\_\_\_

A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR 2022 FOR PARCEL #797-9998-000

WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74.33 (1) (a), which states that a clerical error has been made in the description of the property or in the computation of the tax, and a partial rescission and refund of the 2022 tax due is appropriate:

ROSEMARIE BOSCH  
11625 St. Martins Rd W  
Franklin, WI 53132  
(Parcel #797-9998-000) \$7,978.83

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to rescind and refund the sum of \$7,978.83 for 2022; and

BE IT FURTHER RESOLVED, that the proper City Officials are authorized and directed to seek compensation from the other taxing authorities, if applicable, per Wisconsin State Statutes 74.41.

*Funds for this purpose are appropriated from: Account Number 01-0198-5543, Refunded Property Taxes*

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2023.

Resolution introduced and adoption moved by Alderperson \_\_\_\_\_. Motion for adoption seconded by Alderperson \_\_\_\_\_.


APPROVED:

\_\_\_\_\_  
Stephen R Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_ NOES \_\_\_\_ ABSENT \_\_\_\_

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 02-07-23
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Committee of the Whole Recommendations</b>	<b>ITEM NUMBER</b> D. 22.

Recommendation from the Committee of the Whole Meeting of February 6, 2023:

- (a) Fire Department Administration will provide information on historic, current, and future provision of Fire and EMS Services in Franklin, for discussion and future decision-making by the Common Council.
- (b) Status update on the rewrite of the Unified Development Ordinance (UDO).
- (c) An Ordinance to Repeal Chapter 165 of the Municipal Code and to Repeal and Recreate Chapter 129 of the Municipal Code and to Rename Chapter 129 From "Filling and Grading" to "Land Disturbing Construction Activities."
- (d) An Ordinance to Amend §207-21 of the Municipal Code regarding Special Assessments of Water Main Laterals.

**COUNCIL ACTION REQUESTED**

As directed

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>X</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>February 7, 2023</b></p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;">Wisconsin State-Local Government Opioid Bankruptcy Memorandum of Understanding</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>4.23</i></p>

Attached is a Wisconsin State-Local Government Opioid Bankruptcy Memorandum of Understanding. Attorney Christopher R. Smith, now of the von Briesen & Roper, s.c. law firm, who assisted/assists the in the area Wisconsin municipalities in the coordination thereof with regard to the opioid litigation, has advised that Attorney Martin J. Phipps, of the Texas law firm Phipps Ortiz Talafuse PLLC, which represented the City of Franklin, together with the other in the area Wisconsin municipalities in the opioid litigation, recommends the approval and execution of the Memorandum. Same is required to maintain eligibility for the receipt of the funds, and the respective shares thereof for the government entities. Attorney Smith has advised that nothing has changed; some defendants are in bankruptcy, and the subject Memorandum provides for the proceeds to be distributed by the Bankruptcy Court to be shared among the government entities as previously agreed to. Also annexed hereto is a document including an Exhibit I providing for National Opioid Abatement Trust II Distribution Procedures, and schedules of the proceeds funded allowed for/required use thereof abatement strategies uses, which accompanied the City's receipt of the Memorandum. Finally, annexed hereto is a draft resolution to authorize the execution and delivery of the Memorandum.

**COUNCIL ACTION REQUESTED**

A motion to adopt A Resolution Approving and Authorizing the Execution and Delivery of a Wisconsin State-Local Government Opioid Bankruptcy Memorandum of Understanding.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

*draft 1/24/23*

RESOLUTION NO. 2023-\_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A WISCONSIN STATE-LOCAL GOVERNMENT OPIOID BANKRUPTCY MEMORANDUM OF UNDERSTANDING**

WHEREAS, some of the defendants in the opioid crisis litigation which had proceeded to settlement, and in which the City of Franklin was one of the plaintiffs, have filed for bankruptcy, and with regard to the distribution of the bankruptcy proceeds by the Bankruptcy Court, in order to maintain eligibility for the receipt of the funds, and the respective shares thereof for the government entities, it is necessary for the respective government entities to enter into a Wisconsin State-Local Government Opioid Bankruptcy Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Wisconsin State-Local Government Opioid Bankruptcy Memorandum of Understanding, in the form and content as annexed hereto, be and the same is hereby approved,

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the Memorandum and the City Clerk is hereby authorized to deliver same.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

**WISCONSIN STATE-LOCAL GOVERNMENT OPIOID BANKRUPTCY  
MEMORANDUM OF UNDERSTANDING**

**WHEREAS**, the State of Wisconsin (“State”), its communities, and their people have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, including but not limited to those persons or entities identified as Defendants in the matter captioned *In re. Opioid Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio (“Litigation”);

**WHEREAS**, certain Wisconsin local governments identified on the attached Exhibit A (“Local Governments”), through their counsel, and the State of Wisconsin, through its Attorney General, are separately engaged in investigations, litigation, and settlement discussions seeking to hold the Defendants in the Litigation accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

**WHEREAS**, the State of Wisconsin and the Local Governments share a common desire to abate and alleviate the impacts of the misfeasance, nonfeasance and malfeasance described above throughout the State of Wisconsin and in its local communities;

**WHEREAS**, certain opioid Defendants in Litigation – specifically, *In re: Mallinckrodt PLC, et al*, (Bankr. D. Del. No. 20-12522 (JTD)), *In re: Purdue Pharma L.P., et al*, (Bankr. S.D.N.Y. No. 19-23649(RDD)), and *In re. Endo International plc, et al*, (Bankr. S.D.N.Y. No. 22-22549 (JLG)) – have filed for bankruptcy, which are expected to result in bankruptcy court orders that include National Opioid Abatement Trust (“NOAT”) Agreements and Trust Distribution Procedures (“TDP”);

**WHEREAS**, the NOAT TDPs provide, among other things, that a State and its local governments may enter into a Statewide Abatement Agreement (“SAA”) that, according to the terms of the respective TDP, creates an agreed-upon allocation for the NOAT Funds, as defined in the NOAT Agreement, dedicated to the State;

**WHEREAS**, the State and the Local Governments intend for this Memorandum of Understanding (“MOU”) to constitute a SAA for the purposes of the above referenced bankruptcy proceedings;

**NOW, THEREFORE**, the State and the Local Governments, enter into this MOU upon the terms described herein.

1. The State and the Local Governments shall comply with the terms of the NOAT Agreements and TDPs, including but not limited to the approved uses for the NOAT Funds and reporting requirements.
2. NOAT Funds dedicated to Wisconsin shall be allocated as follows: (i) 30% to the State of Wisconsin (“State Share”); and (ii) 70% to Local Governments (“LG Share”).

NOAT Funds shall not be considered funds of the State or any Local Government unless and until such time as each distribution is made.

3. 100% of the State Share shall be deposited with the Department of Health Services.
4. The LG Share shall be paid to each Local Government according to the following formula:

1.	ADAMS COUNTY	0.3270%
2.	ASHLAND COUNTY	0.2250%
3.	BARRON COUNTY	0.4780%
4.	BAYFIELD COUNTY	0.1240%
5.	BROWN COUNTY	2.9000%
6.	BUFFALO COUNTY	0.1260%
7.	BURNETT COUNTY	0.2240%
8.	CALUMET COUNTY	0.3860%
9.	CHIPPEWA COUNTY	0.6960%
10.	CLARK COUNTY	0.2610%
11.	COLUMBIA COUNTY	1.0760%
12.	CRAWFORD COUNTY	0.1950%
13.	Cudahy city	0.0870%
14.	DANE COUNTY	8.2480%
15.	DODGE COUNTY	1.3020%
16.	DOOR COUNTY	0.2820%
17.	DOUGLAS COUNTY	0.5540%
18.	DUNN COUNTY	0.4420%
19.	EAU CLAIRE COUNTY	1.1770%
20.	FLORENCE COUNTY	0.0530%
21.	FOND DU LAC COUNTY	1.1960%
22.	FOREST COUNTY	0.1270%
23.	Franklin city	0.1550%
24.	GRANT COUNTY	0.4980%
25.	GREEN COUNTY	0.4660%
26.	GREEN LAKE COUNTY	0.2800%
27.	Greenfield city	0.1630%
28.	IOWA COUNTY	0.2790%
29.	IRON COUNTY	0.0610%
30.	JACKSON COUNTY	0.2360%
31.	JEFFERSON COUNTY	1.0510%
32.	JUNEAU COUNTY	0.4380%
33.	Kenosha city	0.4840%

34.	KENOSHA COUNTY	3.7120%
35.	KEWAUNEE COUNTY	0.1560%
36.	LA CROSSE COUNTY	1.6490%
37.	LAFAYETTE COUNTY	0.1340%
38.	LANGLADE COUNTY	0.3120%
39.	LINCOLN COUNTY	0.3500%
40.	MANITOWOC COUNTY	1.4030%
41.	MARATHON COUNTY	1.2590%
42.	Marinette city	0.0320%
43.	MARINETTE COUNTY	0.5030%
44.	MARQUETTE COUNTY	0.2460%
45.	MENOMINEE COUNTY	0.0800%
46.	Milwaukee city	7.8150%
47.	MILWAUKEE COUNTY	25.2210%
48.	MONROE COUNTY	0.6550%
49.	Mount Pleasant village	0.1170%
50.	Oak Creek city	0.1660%
51.	OCONTO COUNTY	0.3360%
52.	ONEIDA COUNTY	0.5260%
53.	OUTAGAMIE COUNTY	1.8360%
54.	OZAUKEE COUNTY	1.0360%
55.	PEPIN COUNTY	0.0550%
56.	PIERCE COUNTY	0.3870%
57.	Pleasant Prairie village	0.0590%
58.	PORTAGE COUNTY	0.7290%
59.	PRICE COUNTY	0.1490%
60.	RACINE COUNTY	3.2080%
61.	RICHLAND COUNTY	0.2180%
62.	ROCK COUNTY	2.9470%
63.	RUSK COUNTY	0.1590%
64.	SAUK COUNTY	1.2260%
65.	SAWYER COUNTY	0.2580%
66.	SHAWANO COUNTY	0.4180%
67.	SHEBOYGAN COUNTY	1.4100%
68.	South Milwaukee city	0.0960%
69.	ST CROIX COUNTY	0.8290%
70.	Sturtevant village	0.0180%
71.	Superior city	0.0890%
72.	TAYLOR COUNTY	0.1590%

73.	TREMPEALEAU COUNTY	0.3200%
74.	Union Grove village	0.0070%
75.	VERNON COUNTY	0.3220%
76.	VILAS COUNTY	0.4680%
77.	WALWORTH COUNTY	1.5730%
78.	WASHBURN COUNTY	0.1850%
79.	WASHINGTON COUNTY	1.9910%
80.	WAUKESHA COUNTY	6.0350%
81.	WAUPACA COUNTY	0.6060%
82.	WAUSHARA COUNTY	0.2310%
83.	Wauwatosa city	0.3090%
84.	West Allis city	0.3780%
85.	WINNEBAGO COUNTY	2.1760%
86.	WOOD COUNTY	0.8420%
87.	YORKVILLE TOWN	0.0020%

5. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.
6. This MOU shall be construed and controlled by the laws of the State of Wisconsin. The State and Local Governments consent to exclusive jurisdiction and venue in Dane County, Wisconsin.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the parties hereby execute this MOU as of the date set forth below.

**ON BEHALF OF THE STATE OF WISCONSIN:**

\_\_\_\_\_  
Attorney General Josh Kaul

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

**ON BEHALF OF THE LOCAL GOVERNMENTS:**

\_\_\_\_\_  
Adams County  
Printed: \_\_\_\_\_

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

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Ashland County  
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Barron County  
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Milwaukee, City of  
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Pierce County  
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Richland County  
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Rock County  
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Vernon County  
Printed: Jerome Pedretti  
                  Vernon County Clerk

Date: 1/5/2023

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Vilas County  
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Waupaca County  
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Waushara County  
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Winnebago County  
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Wood County  
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Kenosha, City of  
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Pleasant Prairie, Village of  
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Marinette, City of  
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Franklin, City of  
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Greenfield, City of  
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Oak Creek, City of  
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South Milwaukee, City of  
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Wauwatosa, City of  
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West Allis, City of  
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Mount Pleasant, Village of  
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Sturtevant, Village of  
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Union Grove, Village of  
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Yorkville, Town of  
Printed: \_\_\_\_\_

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

**EXHIBIT A**  
Litigating Local Governments

Adams County  
Ashland County  
Barron County  
Bayfield County  
Brown County  
Buffalo County  
Burnett County  
Calumet County  
Chippewa County  
Clark County  
Columbia County  
Crawford County  
Dane County  
Dodge County  
Door County  
Douglas County  
City of Superior  
Dunn County  
Eau Claire County  
Florence County  
Fond Du Lac County  
Forest County  
Grant County  
Green County  
Green Lake County  
Iowa County  
Iron County  
Jackson County  
Jefferson County

Juneau County  
Kenosha County  
City of Kenosha  
Village of Pleasant Prairie  
Kewaunee County  
La Crosse County  
Lafayette County  
Langlade County  
Lincoln County  
Manitowoc County  
Marathon County  
Marinette County  
City of Marinette  
Marquette County  
Menominee County  
Milwaukee County  
City of Cudahy  
City of Franklin  
City of Greenfield  
City of Milwaukee  
City of Oak Creek  
City of South Milwaukee  
City of Wauwatosa  
City of West Allis  
Monroe County  
Oconto County  
Oneida County  
Outagamie County  
Ozaukee County

Pepin County  
Pierce County  
Portage County  
Price County  
Racine County  
Village of Mount Pleasant  
Village of Sturtevant  
Village of Union Grove  
Town of Yorkville  
Richland County  
Rock County  
Rusk County  
Sauk County  
Sawyer County  
Shawano County  
Sheboygan County  
St Croix County  
Taylor County  
Trempealeau County  
Vernon County  
Vilas County  
Walworth County  
Washburn County  
Washington County  
Waukesha County  
Waupaca County  
Waushara County  
Winnebago County  
Wood County

**Exhibit I**

**Updated Draft NOAT II Trust Distribution Procedures**

**PLEASE TAKE NOTICE** that certain documents, or portions thereof, contained in this Exhibit I and the Fifteenth Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors and such applicable interested parties reserve all of their respective rights, subject to the terms and conditions set forth in the Plan and the Restructuring Support Agreement (as amended), with respect to the final form of such documents and to amend, revise, or supplement the Fifteenth Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

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The latest copy of the NOAT II Trust Distribution Procedures was filed on the Court's Docket titled "*Notice Of Filing Of Exhibit A (Updated Opioid MDT II Trust Agreement), Exhibit B (Opioid MDT II Trust Distribution Procedures), Exhibit C (Updated NOAT II Trust Distribution Procedures), Exhibit D (Allocation Schedule For TAFT II Trust Distribution Procedures), Exhibit E (Schedule Of Opioid Insurance Policies), And Exhibit F (Identity Of Opioid MDT II Trustees) Of The Third Plan Supplement For The First Amended Joint Plan Of Reorganization Of Mallinckrodt Plc And Its Debtor Affiliates Under Chapter 11 Of The Bankruptcy Code*" [Docket No. 4639, Ex. B].

The attached is a further revised NOAT II Trust Distribution Procedures with a redline against the version docketed at Docket No. 4639, Ex. B.

**NATIONAL OPIOID ABATEMENT TRUST II DISTRIBUTION PROCEDURES**

Issue	Description
<p><b>1. APPLICABILITY OF AGREEMENT</b></p>	<p>These terms shall apply to the allocation of the Non-Federal Governmental Opioid Claims Share of the MDT II Consideration that will be received by NOAT II under the plan of reorganization (the “<b>Chapter 11 Plan</b>” or the “<b>Plan</b>”) in the Chapter 11 Cases of Mallinckrodt plc and its affiliates (collectively, “<b>Mallinckrodt</b>”) pending in the U.S. Bankruptcy Court for the District of Delaware (the “<b>Bankruptcy Court</b>”) on account of the claims of holders of Class 8(a) State Opioid Claims and Class 8(b) Municipal Opioid Claims,<sup>1</sup> which shall be distributed among (i) the states, territories and the District of Columbia (each a “<b>State</b>” as defined in the Plan, provided that distributions to the territories (with the exception of Puerto Rico) and the District of Columbia shall be as set forth in Section 5(a)(2) herein), and (ii) each non-state governmental unit county, city, town, parish, village, and municipality that is a Municipal Unit as defined in the Plan (collectively, the “<b>Local Governments</b>”), whose Claims in Class 8(b) (Municipal Opioid Claims), along with all State Opioid Claims, are channeled to the National Opioid Abatement Trust II (“<b>NOAT II</b>”) under the Plan. To the extent not explicitly reflected in the Chapter 11 Plan, the terms set forth herein will be deemed incorporated into the Chapter 11 Plan, the trust agreement for the National Opioid Abatement Trust II (the “<b>NOAT II Agreement</b>”) and the NOAT II Documents, as applicable.</p> <p>These terms set forth the manner in which NOAT II shall make Abatement Distributions to States and Local Governments (such entities, “<b>Authorized Recipients</b>”), which may be used exclusively on the parameters set forth herein.</p>
<p><b>2. PURPOSE</b></p>	<p>Virtually all governmental creditors in the Mallinckrodt Chapter 11 Cases recognize the need for and value in developing a comprehensive abatement strategy to address the opioid crisis as the most effective use of the Non-Federal Governmental Opioid Claims Share of the MDT II Consideration provided by Mallinckrodt under the Plan on account of opioid claims (including without limitation cash, insurance proceeds, proceeds of sales of warrants or Mallinckrodt stock, and proceeds of claims against certain third parties). Because of the unique impact the crisis has had throughout all regions of the United States, distribution of the Non-Federal Governmental Opioid Claims Share of the MDT II Consideration should occur through an established governmental structure, with the use of such funds strictly limited to abatement purposes as provided herein. This approach recognizes that funding abatement efforts – which would benefit</p>

<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Chapter 11 Plan or NOAT II Agreement, as applicable

Issue	Description
	<p>most creditors and the public by reducing future effects of the crisis through treatment and other programs – is a much more efficient use of limited funds than dividing thin slices among all opioid creditors with no obligation to use it to abate the opioid crisis. Because maximizing abatement of the opioid crisis requires coordination of efforts by all levels of government, particularly when the abatement needs far exceed the available funds, this structure requires a collaborative process between each State and its Local Governments.</p> <p>These distribution procedures (these “<b>National Opioid Abatement Trust II Distribution Procedures</b>”) are intended to establish the mechanisms for the distribution and allocation of funds distributed by NOAT II to the States and Local Governments. All funds described in the foregoing sentence are referred to herein as “<b>NOAT II Funds</b>.” 100% of the NOAT II Funds distributed under the Chapter 11 Plan (and not otherwise dedicated to the attorneys’ fee fund set forth in Section 4 herein) shall be used to abate the opioid crisis in accordance with the terms hereof. Specifically, (i) no less than ninety five percent (95%) of the NOAT II Funds distributed under the Chapter 11 Plan shall be used for abatement of the opioid crisis by funding opioid or substance use disorder-related projects or programs that fall within the list of uses in <b>Schedule B</b> (the “<b>Approved Opioid Abatement Uses</b>”); (ii) priority should be given to the core abatement strategies (“<b>Core Strategies</b>”) as identified on <b>Schedule A</b>; and (iii) no more than five percent (5%) of the NOAT II Funds may be used to fund expenses incurred in administering the distributions for the Approved Opioid Abatement Uses, including the process of selecting programs to receive distributions of NOAT II Funds for implementing those programs and in connection with the Government Participation Mechanism<sup>2</sup> (“<b>Approved Administrative Expenses</b>”) and together with the other Authorized Abatement Purposes set forth in Approved Uses and Core Strategies, “<b>Approved Uses</b>”.</p> <p>NOAT II shall, in accordance with the Plan, the Confirmation Order and the NOAT II Documents, distribute NOAT II Funds to States and Local Governments exclusively for Approved Uses. Decisions concerning NOAT II Funds made by States and Local Governments will consider the need to ensure that underserved urban and rural areas, as well as minority communities, receive equitable access to the funds.</p> <p>Notwithstanding anything in these National Opioid Abatement Trust II Distribution Procedures that might imply to the contrary, projects or programs that constitute Approved Opioid Abatement Uses may be</p>

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<sup>2</sup> Capitalized terms not defined where first used shall have the meanings later ascribed to them in these National Opioid Abatement Trust II Distribution Procedures

Issue	Description
	provided by States, State agencies, Local Governments, Local Government agencies or nongovernmental parties and funded from NOAT II Funds.
3. <b>DISBURSEMENT OF FUNDS</b>	The Chapter 11 Plan shall provide for the establishment of NOAT II and the appointment of NOAT II Trustees. <sup>3</sup> The NOAT II Trustees shall distribute the NOAT II Funds consistent with the allocation attached as <b>Schedule C</b> and in accordance with the NOAT II Agreement.
4. <b>ATTORNEYS' FEES AND COSTS FUND</b>	Pursuant to Article IV.X.9 of the Plan, among other things, the Plan will establish the Opioid Attorneys' Fee Fund, which shall be used to pay qualifying costs and expenses (including attorneys' fees) of Holders of State Opioid Claims, Municipal Opioid Claims, and Tribe Opioid Claims (including ad hoc groups thereof).
5. <b>DIVISION OF NOAT II FUNDS</b>	<p>NOAT II Funds shall be allocated among the States, the District of Columbia, and Territories in the percentages set forth on <b>Schedule C</b>.</p> <p>A. Except as set forth below in Section 5(B) for the District of Columbia and Territories, each State's Schedule C share shall then be allocated within the State in accordance with the following:<sup>4</sup></p> <ol style="list-style-type: none"> <li>1. <b>Default Allocation Mechanism (excluding Territories and DC addressed below).</b> The NOAT II Funds allocable to a State that is not party to a Statewide Abatement Agreement as defined in Section 5(A)(2) below (each a "<b>Non-SAA State</b>") shall be allocated as between the State and its Local Governments to be used only for <b>Approved Uses</b>, in accordance with this Section 5(A)(1) (the "<b>Default Allocation Mechanism</b>").</li> </ol>

<sup>3</sup> The NOAT II Trustees shall be selected by the Governmental Plaintiff Ad Hoc Committee and the MSGE Group. The NOAT II Agreement shall provide that (i) the Trustees shall receive compensation from NOAT II for their services as Trustees; (ii) the amounts paid to the Trustees for compensation and expenses shall be disclosed in the Annual Report; (iii) the Trustees shall not be required to post any bond or other form of surety or security unless otherwise ordered by the Bankruptcy Court, (iv) the Trustees shall have the power to appoint such officers and retain such employees, consultants, advisors, independent contractors, experts, and agents and engage in such legal, financial, accounting, investment, auditing, and alternative dispute resolution services and activities as NOAT II requires, and delegate to such persons such powers and authorities as the fiduciary duties of the Trustees permit and as the Trustees, in their discretion, deem advisable or necessary in order to carry out the terms of this Trust Agreement; and (v) the Trustees shall have the power to pay reasonable compensation and expenses to any such employees, consultants, advisors, independent contractors, experts, and agents for legal, financial, accounting, investment, auditing, and alternative dispute resolution services and activities.

<sup>4</sup> Notwithstanding anything to the contrary contained herein, Puerto Rico shall be treated as a State for purposes of allocating its portion of NOAT II Funds set forth on Schedule C within Puerto Rico in accordance with this Section

Issue	Description
	<p>i. <b>Regions.</b> Except as provided in the final sentence of this paragraph, each Non-SAA State shall be divided into “<b>Regions</b>” as follows: (a) each Qualifying Block Grantee (as defined below) shall constitute a Region; and (b) the balance of the State shall be divided into Regions (such Regions to be designated by the State agency with primary responsibility (referred to herein as a “<b>lead agency</b>”)<sup>5</sup> for opioid use disorder services employing, to the maximum extent practical, existing regions established in that State for opioid use disorder treatment or similar public health purposes); such non-Qualifying Block Grantee Regions are referred to herein as “<b>Standard Regions</b>”. The Non-SAA States which have populations under four (4) million and do not have existing regions described in the foregoing clause (b) shall not be required to establish Regions;<sup>6</sup> such a State that does not establish Regions but which does contain one or more Qualifying Block Grantees shall be deemed to consist of one Region for each Qualifying Block Grantee and one Standard Region for the balance of the State.</p> <p>ii. <b>Regional Apportionment.</b> NOAT II Funds shall be allocated to each Non-SAA State as (a) a Regional Apportionment or (b) a Non-Regional Apportionment based on the amount of NOAT II Funds dispersed under a confirmed Chapter 11 Plan as follows:</p> <p>A. <b>First \$260 million</b> – 70% Regional Apportionment /30% Non-Regional Apportionment</p> <p>B. <b>\$260 million – \$650 million</b>– 64% Regional Apportionment /36% Non-Regional Apportionment</p> <p>C. <b>\$650 million – \$910 million</b>– 60% Regional Apportionment /40% Non-Regional Apportionment</p> <p>D. <b>Above \$910 million</b>– 50% Regional Apportionment /50% Non-Regional Apportionment</p>

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<sup>5</sup> A list of lead agencies will be made available on the NOAT II website

<sup>6</sup> To the extent they are not parties to a Statewide Abatement Agreement and do not have existing regions described in clause (b), the following States will qualify as a Non-SAA State that does not have to establish Regions: Alaska, Arkansas, Connecticut, Delaware, Hawai’i, Kansas, Idaho, Iowa, Maine, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Mexico, North Dakota, Puerto Rico, Rhode Island, South Dakota, Utah, Vermont, West Virginia, and Wyoming



Issue	Description
	<p>iii. <b>Qualifying Block Grantee.</b> A “<b>Qualifying Local Government</b>” means a county or parish (or in the cases of States that do not have counties or parishes that function as political subdivisions, a city), that (a) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more and (b) has funded or otherwise manages an established, health care and/or treatment infrastructure (e.g., health department or similar agency) to evaluate, award, manage and administer a Local Government Block Grant.<sup>7</sup> Where a city, county or parish does not meet the threshold population requirement but would otherwise be a Qualifying Local Government, the Government Participation Mechanism (defined below) may recommend treating that city, county or parish as a Qualifying Local Government eligible to receive a Local Government Block Grant. If the SAA Filing Deadline has passed and no SAA has been filed for a State, any Qualifying Local Government that is eligible to receive NOAT II Funds through Local Government Block Grants shall have until the later of (a) (60) sixty days after the SAA Filing Deadline or (b), for any city, county, or parish that a Government Participation Mechanism has recommended treating as a Qualifying Local Government pursuant to the foregoing sentence, (60) sixty days after the relevant city, county or parish becomes eligible to receive a Local Government Block Grant (the “<b>Block Grant Deadline</b>”) to elect whether to receive NOAT II Funds through Local Government Block Grants, and if it elects to receive Local Government Block Grants, whether to receive its Local Government Block Grants directly from NOAT II or from the State in which the Qualifying Local Government is located. Each Qualifying Local Government shall inform the NOAT II Trustees of its election in writing or in such other form prescribed by the NOAT II Trustees on the NOAT II website. If a Qualifying Local Government that is eligible to receive a Local Government Block Grant fails to make the foregoing election by the Block Grant Deadline, such failure to make an election will constitute an election not to receive a Local Government Block Grant. A Qualifying Local Government that elects to receive NOAT II Funds through Local</p>

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<sup>7</sup> As noted in footnote 11, the population for each State shall refer to published U S Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html>

Issue	Description
	<p>Government Block Grants is referred to herein as a “<b>Qualifying Block Grantee</b>”.</p> <p>iv. <b>Proportionate Shares of Regional Apportionment.</b> As used herein, the “<b>Proportionate Share</b>” of each Region in each Non-SAA State shall be (a) for States in which counties or parishes function as Local Governments, the aggregate shares of the counties or parishes located in such Region under an allocation model (the “<b>Allocation Model</b>”),<sup>8</sup> divided by the aggregate shares for all counties or parishes in the State under that Allocation Model; and (b) for all other States, the aggregate shares of the cities and towns in that Region under that Allocation Model’s intra-county allocation formula, divided by the aggregate shares for all cities and towns in the State under that Allocation Model.</p> <p>v. <b>Expenditure or Disbursement of Regional Apportionment.</b> Subject to Section 5(A)(1)(ix) below regarding Approved Administrative Expenses, all Regional Apportionments shall be disbursed or expended in the form of Local Government Block Grants or otherwise for Approved Opioid Abatement Uses in the Standard Regions of each Non-SAA State.</p> <p>vi. <b>Qualifying Block Grantees.</b> Each Qualifying Block Grantee shall receive its Regional Apportionment as a block grant (a “<b>Local Government Block Grant</b>”).</p> <p>Local Government Block Grants shall be used only for Approved Opioid Abatement Uses by the Qualifying Block Grantee or for grants to organizations within its jurisdiction for Approved Opioid Abatement Uses and for Approved Administrative Expenses in accordance with Section 5(A)(1)(ix) below. Where a municipality located wholly within a Qualifying Block Grantee would independently qualify as a block grant recipient (an “<b>Independently Qualifying Municipality</b>”), the Qualifying Block Grantee and Independently Qualifying Municipality must make a substantial</p>

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<sup>8</sup> The Allocation Model shall be the allocation model available at [Dkt No 7391, Exh A] developed in In re National Prescription Opiates Litigation, MDL No 2804 (N D Ohio) (the “**Negotiation Class Allocation Model**”), provided, however, that notwithstanding the foregoing, a State and its Local Governments may instead agree to utilize the model developed by Christopher J Ruhm, Professor of Public Policy and Economics at the University of Virginia (the “**Ruhm Allocation Model**”), available at [Dkt No. 7391, Exh B] The GPM Notice (defined herein) filed by a State and its Local Governments (or the NOAT II Trustees on their behalf) will specify whether such State and its Local Governments have agreed to use the Negotiation Class Allocation Model or the Ruhm Allocation Model.

Issue	Description
	<p>and good faith effort to reach agreement on use of NOAT II Funds as between the qualifying jurisdictions. If the Independently Qualifying Municipality and the Qualifying Block Grantee cannot reach such an agreement on or before the effective date of the Chapter 11 Plan (the “Effective Date”), the Qualifying Block Grantee will receive the Local Government Block Grant for its full Proportionate Share and commit programming expenditures to the benefit of the Independently Qualifying Municipality in general proportion to Proportionate Shares (determined as provided in Section 5(A)(2)(iv) above) of the municipalities within the Qualifying Block Grantee. Notwithstanding the allocation of the Proportionate Share of each Regional Apportionment to the Qualifying Block Grantee, a Qualifying Block Grantee may choose to contribute a portion of its Proportionate Share towards a statewide program.</p> <p>vii. <b>Standard Regions.</b> The portions of each Regional Apportionment not disbursed in the form of Local Government Block Grants shall be expended throughout the Standard Regions of each Non-SAA State in accordance with 95%-105% of the respective Proportionate Shares of such Standard Regions. Such expenditures will be in a manner that will best address opioid abatement within the State as determined by the State with the input, advice and recommendations of the Government Participation Mechanism described in Section 6 below. This regional spending requirement may be met by delivering Approved Opioid Abatement Use services or programs to a Standard Region or its residents. Delivery of such services or programs can be accomplished directly or indirectly through many different infrastructures and approaches, including without limitation the following:</p> <ul style="list-style-type: none"> <li>A. State agencies, including local offices;</li> <li>B. Local governments, including local government health departments;</li> <li>C. State public hospital or health systems;</li> <li>D. Health care delivery districts;</li> <li>E. Contracting with abatement service providers, including nonprofit and commercial entities; or</li> <li>F. Awarding grants to local programs.</li> </ul>

Issue	Description
	<p>viii. <b>Expenditure or Disbursement of NOAT II Funds Other Than Regional Apportionment.</b> All NOAT II Funds allocable to a Non-SAA State that are not included in the State’s Regional Apportionment shall be expended only on Approved Uses. The expenditure of such funds shall be at the direction of the State’s lead agency (or other point of contact designated by the State) and may be expended on a statewide and/or localized manner, including in the manners described herein. Qualifying Block Grantees will be eligible to participate in or receive the benefits of any such expenditures on the same basis as other Regions.</p> <p>ix. <b>Approved Administrative Expenses.</b> States may use up to five percent (5%) of their Non-Regional Apportionments plus five percent (5%) of the Regional Apportionment not used to fund Local Government Block Grants, for Approved Administrative Expenses. Qualifying Block Grantees may use up to five percent (5%) of their Local Government Block Grants to fund their Approved Administrative Expenses.</p> <p>2. <b>Statewide Abatement Agreement.</b> Each State and its Local Governments will have until (60) sixty days after the Effective Date of the Plan (such date, the “SAA Filing Deadline”) to file with the Bankruptcy Court or authorize the NOAT II Trustees to file with the Bankruptcy Court on their behalf, an agreed-upon allocation or method for allocating the NOAT II Funds for that State dedicated only to Approved Uses (each a “Statewide Abatement Agreement” or “SAA”).<sup>9</sup> The NOAT II Trustees will file any SAAs submitted to the NOAT II Trustees for filing within (5) five business days of receipt. Any dispute regarding allocation within a State that has adopted a Statewide Abatement Agreement will be resolved as provided by that Statewide Abatement Agreement; <i>provided</i> that no Statewide Abatement Agreement may remove or otherwise limit the reporting requirements set forth in any of the</p>

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<sup>9</sup> Any Non-SAA State that later reaches agreement on a SAA as set forth in and in compliance with Section 5(A)(2) herein shall file with the Bankruptcy Court, or authorize the NOAT II Trustees to file on its behalf, a notice with the Bankruptcy Court stating that a SAA has been agreed to, and such SAA will become effective fourteen (14) days after the notice being filed. Thereafter, the State shall no longer be considered a Non-SAA State for the purposes of these National Opioid Abatement Trust II Distribution Procedures, and the SAA will replace any previously-agreed to GPM solely with respect to any future distributions made by NOAT II. If a SAA becomes effective for a State prior to any distributions being made by NOAT II to such State, such SAA shall apply to all distributions made by NOAT II for such State (unless such SAA is otherwise amended or modified). All obligations of States and Local Governments under these National Opioid Abatement Trust II Distribution Procedures and the NOAT II Agreement shall continue to apply to all NOAT II Funds distributed before any SAA becomes effective.

Issue	Description
	<p>NOAT II Documents, including without limitation in the NOAT II Agreement and Sections 5(A)(3) and 7 hereof.</p> <p>A Statewide Abatement Agreement shall be agreed when it has been approved by the State and either (a) representatives<sup>10</sup> of its Local Governments whose aggregate Population Percentages, determined as set forth below, total more than sixty percent (60%), or (b) representatives of its Local Governments whose aggregate Population Percentages total more than fifty percent (50%) provided that these Local Governments also represent fifteen percent (15%) or more of the State’s counties or parishes (or, in the case of States whose counties and parishes that do not function as Local Governments, fifteen percent (15%) of or more of the State’s incorporated cities or towns), by number.<sup>11</sup></p> <p>Population Percentages shall be determined as follows:</p> <p>For States with counties or parishes that function as Local Governments,<sup>12</sup> the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) 200% of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish, divided by (b) 200% of the State’s population. A “<b>Primary Incorporated Municipality</b>” means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality. The Population Percentage of each primary incorporated municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State’s population; <i>provided</i> that the Population Percentage of a primary incorporated municipality that is not located within a county shall be equal to 200% of its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State’s population. For all States that do</p>

<sup>10</sup>An authorized “representative” of local, or even State, government can differ in these National Opioid Abatement Trust II Distribution Procedures depending on the context.

<sup>11</sup>All references to population in these National Opioid Abatement Trust II Distribution Procedures shall refer to published U S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html>.

<sup>12</sup> Certain states do not have counties or parishes that function as Local Governments, including Alaska, Connecticut, Massachusetts, Rhode Island, and Vermont. All other States have counties or parishes that function as Local Governments

Issue	Description
	<p>not have counties or parishes that function as Local Governments, the Population Percentage of each incorporated municipality (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State’s population.</p> <p>The Statewide Abatement Agreement will become effective fourteen (14) days after filing, unless otherwise ordered by the Bankruptcy Court. No distributions shall be made to any State or Local Government prior to the earlier of (a) eighty (80) days after the Effective Date or (b) the date that the SAA covering such State or Local Government becomes effective. All subsequent distributions shall be made in accordance with all SAAs then in effect.</p> <p>A State and its Local Governments may revise, supplement, or refine a Statewide Abatement Agreement by filing, or authorizing the NOAT II Trustees to file on their behalf, an amended Statewide Abatement Agreement that has been approved by the State and sufficient Local Governments to satisfy the approval standards set forth above with the Bankruptcy Court, which shall become effective fourteen (14) days after filing, unless otherwise ordered by the Bankruptcy Court.</p> <p>3. <b>Records.</b> The States shall maintain records of abatement expenditures and their required reporting, as set forth in further detail in Section 7, will include data on regional expenditures so it can be verified that the Regional Distribution mechanism guarantees are being met. Qualifying Block Grantees shall maintain records of abatement expenditures and shall provide those records periodically to their State for inclusion in their State’s required periodic reporting.</p> <p><b>B. Allocation for Territories other than Puerto Rico and the District of Columbia Only.</b> The allocation of NOAT II Funds within a Territory or the District of Columbia (the “<b>Territory/DC Allocation Mechanism</b>”) will be determined by its local legislative body, unless that legislative body is not in session, in which case, the allocation of NOAT II Funds shall be distributed pursuant to the direction of the Territory’s or District of Columbia’s executive, in consultation – to the extent applicable – with its Government Participation Mechanism. Each Territory and the District of Columbia will file a notice with the Bankruptcy Court, or authorize the NOAT II Trustees to file on their behalf, a notice of its Territory/DC Allocation Mechanism, which will become effective fourteen (14) days after filing the notice. The NOAT II Trustees will file any notices of Territory/DC Allocation</p>

Issue	Description
	<p>Mechanisms submitted to the NOAT II Trustees for filing within (5) five business days of receipt.<sup>13</sup> No NOAT II Funds will be distributed to Territories (other than Puerto Rico) and the District of Columbia until the notice of the Territory/DC Allocation Mechanism is effective, and such funds will be reserved by NOAT II until the notice of the Territory/DC Allocation Mechanism is effective.</p>
<p><b>6. GOVERNMENT PARTICIPATION MECHANISM</b></p>	<p>In each Non-SAA State, as defined in Section 5(A)(1) above, there shall be a process, preferably pre-existing, whereby the State shall allocate funds under the Regional Distribution mechanism only after meaningfully consulting with its respective Local Governments. Each such State shall identify its mechanism (whether be it a council, board, committee, commission, taskforce, or other efficient and transparent structure) for consulting with its respective Local Governments (the “<b>Government Participation Mechanism</b>” or “<b>GPM</b>”) in a notice filed with the Bankruptcy Court identifying what GPM has been formed and describing the participation of its Local Governments in connection therewith (the “<b>GPM Notice</b>”). A State may file the GPM Notice with the Bankruptcy Court itself or authorize the NOAT II Trustees to file the GPM Notice. The NOAT II Trustees will file any GPM Notices submitted to the NOAT II Trustees for filing within (5) five business days of receipt.<sup>14</sup> States may combine these notices into one or more notices for filing with the Bankruptcy Court. These notices are reviewable by the Bankruptcy Court upon the motion of any Local Government in that State asserting that no GPM has been formed.</p> <p>The GPM will become effective fourteen (14) days after filing, unless otherwise ordered by the Bankruptcy Court.</p> <p><b>Government Participation Mechanisms</b> shall conform to the following:</p> <p>A. <i>Composition.</i> For each State,</p> <ol style="list-style-type: none"> <li>1. the State, on the one hand, and State’s Local Governments, on the other hand, shall have equal representation on a GPM;</li> <li>2. Local Government representation on a GPM shall be weighted in favor of the Standard Regions but can include representation from the State’s Qualifying Block Grantees;</li> </ol>

<sup>13</sup> A Territory or the District of Columbia that has submitted its Territory/DC Allocation Mechanism to the NOAT II Trustees for filing with the Bankruptcy Court may also file the Territory/DC Allocation Mechanism with the Bankruptcy Court itself if it has not yet been filed by the NOAT II Trustees.

<sup>14</sup> A State that has submitted its GPM Notice to the NOAT II Trustees for filing with the Bankruptcy Court may also file the GPM Notice with the Bankruptcy Court itself if it has not yet been filed by the NOAT II Trustees

Issue	Description
	<p>3. the GPM will be chaired by a non-voting chairperson appointed by the State;</p> <p>4. Groups formed by the States’ executive or legislature may be used as a GPM, provided that the group has equal representation by the State and the State’s Local Governments.</p> <p>A GPM should have appointees such that as a group they possess experience, expertise and education with respect to one or more of the following: public health, substance abuse, healthcare equity and other related topics as is necessary to assure the effective functioning of the GPM.</p> <p>B. <b>Consensus.</b> Members of the GPMs should attempt to reach consensus with respect to GPM Recommendations and other actions of the GPM. Consensus is defined in this process as a general agreement achieved by the members that reflects, from as many members as possible, their active support, support with reservations, or willingness to abide by the decision of the other members. Consensus does not require unanimity or other set threshold and may include objectors. In all events, however, actions of a GPM shall be effective if supported by at least a majority of its members. GPM Recommendations and other actions shall note the existence and summarize the substance of objections where requested by the objector(s).</p> <p>C. <b>Proceedings.</b> Each GPM shall hold no fewer than four (4) public meetings annually, to be publicized and located in a manner reasonably designed to facilitate attendance by residents throughout the State. Each GPM shall function in a manner consistent with its State’s open meeting, open government or similar laws, and with the Americans with Disabilities Act. GPM members shall be subject to State conflict of interest and similar ethics in government laws.</p> <p>D. <b>Consultation and Discretion.</b> The GPM shall be a mechanism by which the State consults with community stakeholders, including Local Governments (including those not a part of the GPM), state and local public health officials and public health advocates, in connection with opioid abatement priorities and expenditure decisions for the use of NOAT II Funds on Approved Opioid Abatement Uses.</p> <p>The GPM is authorized to identify and recommend that non-Qualifying Local Government(s) (individually or in combination) should be considered for a block grant to be funded from an applicable Regional Apportionment. “Non-Qualifying Local Government(s)” individually or in combination are Local Governments that are not Qualifying Local Governments but they fund or otherwise manage an established, health care and/or treatment infrastructure (e g, health</p>



Issue	Description
	<p>department or similar agency) to evaluate, award, manage and administer a block grant for programs <b>constituting Approved Uses.</b></p> <p>E. <b>Recommendations.</b> A GPM shall make recommendations regarding specific opioid abatement priorities and expenditures for the use of NOAT II Funds on Approved Opioid Abatement Uses to the State or the agency designated by a State for this purpose (“<b>GPM Recommendations</b>”). In carrying out its obligations to provide GPM Recommendations, a GPM may consider local, state and federal initiatives and activities related to education, prevention, treatment and services for individuals and families experiencing and affected by opioid use disorder; recommend priorities to address the State’s opioid epidemic, which recommendations may be Statewide or specific to Regions; recommend Statewide or Regional funding with respect to specific programs or initiatives; recommend measurable outcomes to determine the effectiveness of funds expended for Approved Opioid Abatement Uses; and monitor the level of Approved Administrative Expenses expended from NOAT II Funds.</p> <p>The goal is for a process that produces GPM Recommendations that are recognized as being an efficient, evidence-based approach to abatement that addresses the State’s greatest needs while also including programs reflecting particularized needs in local communities. It is anticipated that such a process, particularly given the active participation of State representatives, will inform and assist the State in making decisions about the spending of the NOAT II Funds. To the extent a State chooses not to follow a GPM Recommendation, it will make publicly available within fourteen (14) days after the decision is made a written explanation of the reasons for its decision, and allow seven (7) days for the GPM to respond.</p> <p>F. <b>Non-SAA States Review.</b> In Non-SAA States, Local Governments and States may object to any apportionment, allocation, use or expenditure of NOAT II Funds (an “<b>Allocation</b>”) solely on the basis that: the Allocation at issue (i) is inconsistent with the provisions of Section 5(A)(1)(ii) hereof with respect to the levels of Regional Apportionments and Non-Regional Apportionments, (ii) is inconsistent with the provisions of Section 5(A)(1) hereof with respect to the amounts of Local Government Block Grants or Regional Apportionment expenditures, (iii) is not for an Approved Use or (iv) violates the limitations set forth herein with respect to Approved Administrative Expenses. The objector shall have the right to bring that objection to either (a) a state court with jurisdiction within the applicable State (“<b>State Court</b>”) or (b) the Bankruptcy Court if the Mallinckrodt Chapter 11 Cases have not been closed (each an “<b>Objection</b>”). If an Objection is filed within fourteen (14) days of</p>

Issue	Description
	<p>approval of an Allocation, then no funds shall be distributed on account of the aspect of the Allocation that is the subject of the Objection until the Objection is resolved or decided by the Bankruptcy Court or State Court, as applicable. There shall be no other basis for bringing an Objection to the approval of an Allocation.</p>
<p><b>7. COMPLIANCE, REPORTING, AUDIT AND ACCOUNTABILITY</b></p>	<ol style="list-style-type: none"> <li>1. At least annually, each State shall publish on its lead agency’s website and/or on its Attorney General’s website and deliver to NOAT II, a report detailing for the preceding time period, respectively (i) the amount of NOAT II Funds received, (ii) the allocation of awards approved (indicating the recipient, the amount of the allocation, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations, to Qualifying Local Governments for Local Government Block Grants and Approved Administrative Expenses. Such annual reports for NOAT II may be combined with any reports submitted by a State as required in the National Opioid Abatement Trust Distribution Procedures, to the extent set forth in guidance to be provided by the NOAT II Trustees.<sup>15</sup></li> <li>2. At least annually, each Qualifying Block Grantee which has elected to take a Local Government Block Grant shall publish on its lead agency’s or Local Government’s website, and deliver to NOAT II, a report detailing for the preceding time period, respectively (i) the amount of Local Government Block Grants received, (ii) the allocation of awards approved (indicating the recipient, the amount of the grant, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations. Such annual reports for NOAT II may be combined with any reports submitted by a Qualifying Block Grantee as required in the National Opioid Abatement Trust Distribution Procedures, to the extent set forth in guidance to be provided by the NOAT II Trustees.</li> <li>3. As applicable, each State or Local Government shall impose reporting requirements on each recipient to ensure that NOAT II Funds are only being used for Approved Uses, in accordance with the terms of the allocation.</li> <li>4. NOAT II shall prepare an annual report (an “Annual Report”) that shall be audited by independent auditors as provided in the NOAT II Agreement, which audited Annual Report shall be filed annually with the Bankruptcy Court, and the States and Qualifying Block Grantees shall provide NOAT II with any information reasonably required</li> </ol>

<sup>15</sup> The National Opioid Abatement Trust Distribution Procedures are filed in *In re Purdue Pharma L.P., et al.*, Case No 19-23649 (RDD), at Dkt No 3232. The National Opioid Abatement Trust established in the *Purdue* bankruptcy cases shall be referred to herein as “NOAT II”

Issue	Description
	<p>regarding the expenditure and disbursement of NOAT II Funds to satisfy the requirements of such an audited Annual Report of NOAT II.</p> <p>5. (a) A State Court or (b) the Bankruptcy Court if the Mallinckrodt Chapter 11 Cases have not been closed shall have jurisdiction to enforce the terms of these National Opioid Abatement Trust II Distribution Procedures, and as applicable, a Statewide Abatement Agreement or default mechanism; <i>provided</i> that nothing herein is intended to expand the scope of the Bankruptcy Court’s post-confirmation jurisdiction. For the avoidance of doubt, the Bankruptcy Court shall have continuing jurisdiction over NOAT II, <i>provided, however,</i> the courts of the State of Delaware, including any federal court located therein, shall also have jurisdiction over NOAT II, <i>provided further,</i> that the foregoing shall not preclude State Court jurisdiction in any State with respect to any matter arising under the National Opioid Abatement Trust II Distribution Procedures involving that State and one or more of its political subdivisions or agencies.</p> <p>6. The NOAT II Trustees shall have the power to take any and all actions that in the judgment of the Trustees are necessary or proper to fulfill the purposes of NOAT II, including the requirement that 100% of the NOAT II Funds distributed under the Chapter 11 Plan (and not otherwise dedicated to the attorneys’ fee fund set forth in Section 4 herein) shall be used to abate the opioid crisis in accordance with the terms hereof.</p>

**Schedule A**  
**Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“Core Strategies”).<sup>1</sup>

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

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<sup>1</sup> As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the National Opioid Abatement Trust II Distribution Procedures

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

**D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

**E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

**F. TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

**G. PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE.**

**Schedule B**  
**Approved Uses**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT
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**A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following<sup>1</sup>:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

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<sup>1</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the National Opioid Abatement Trust II Distribution Procedures

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance



programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)**

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  2. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail

or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION
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**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  1. Increase the number of prescribers using PDMPs;
  2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

**H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide

care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

**I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

**K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:



1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

**L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**Schedule C**  
**State Allocation Percentages**

State	Final Percentage Division of Funds
Alabama	1 5958653635%
Alaska	0 2283101787%
American Samoa*	0 0171221696%
Arizona	2 3755949882%
Arkansas	0 9322152924%
California	9.8347649255%
Colorado	1 6616291219%
Connecticut	1 3010642872%
Delaware	0 4490315873%
District of Columbia	0 1799774824%
Florida	7 0259134409%
Georgia	2 7882080114%
Guam*	0 0480366565%
Hawaii	0 3246488040%
Idaho	0 4919080117%
Illinois	3 3263363702%
Indiana	2.2168933059%
Iowa	0 7419256132%
Kansas	0 7840793410%
Kentucky	2 0059653429%
Louisiana	1 4650905059%
Maine	0.5354480863%
Maryland	2 1106090494%
Massachusetts	2.3035761083%
Michigan	3 4020234989%
Minnesota	1 2972597706%
Mississippi	0 8624327860%
Missouri	2 0056475170%
Montana	0.3125481816%
N. Mariana Islands*	0 0167059202%
Nebraska	0 4171546352%
Nevada	1 2090024165%
New Hampshire	0 5854539780%
New Jersey	2 7551354545%
New Mexico	0.8057440820%
New York	5 3903813405%
North Carolina	3 2502525994%
North Dakota	0 1700251989%
Ohio	4 3567051408%
Oklahoma	1 5400628332%
Oregon	1 3741405009%

Pennsylvania	4.5882419559%
Puerto Rico**	0.7101195950%
Rhode Island	0.4527927277%
South Carolina	1.5393083548%
South Dakota	0.1982071487%
Tennessee	2.6881474977%
Texas	6.2932157196%
Utah	1.1535777967%
Vermont	0.2597674231%
Virgin Islands*	0.0315673573%
Virginia	2.2801150757%
Washington	2.3189040182%
West Virginia	1.0660758910%
Wisconsin	1.7582560561%
Wyoming	0.1668134842%

\* Allocations for American Samoa, Guam, N Mariana Islands, and Virgin Islands are 100% based on population because of lack of available information for the other metrics

\*\* Allocations for Puerto Rico are 25% based on MMEs and 75% based on population because of lack of available information for the other metrics

The allocations set forth above are based on a formula developed through extensive negotiations among the Attorneys General of various states. The allocation formula consists of the following metrics, each of which are described in more detail below, weighted as indicated, and subject to reallocation as described herein: (a) 85% sub-allocated among (i) 25% amount of prescription opioid sales as measured by morphine milligram equivalents (“MME”), (ii) 22% number of persons suffering from pain reliever use disorder, (iii) 22% number of overdose deaths, (iv) 31% population and (b) 15% based on the Opioid MDL Plaintiffs’ proposed “negotiation class” metrics. Each metric is described in greater detail below.

All states agreed to place 1% of their allocation into an “Intensity Fund,” which is redistributed to the following small, hard-hit States: Connecticut, Delaware, Kentucky, Maine, Nevada, New Hampshire, Oklahoma, Rhode Island, Utah, Vermont, and West Virginia. The resulting percentage allocation for each State is set forth in in Schedule C above.

The metrics noted above are calculated as follows:

**A. Amount of Prescription Opioids Sold as Measured by MME**

The MME metric reflects the intensity of prescription opioid sales by state over a nine-year period from 2006 to 2014. This measure accounts for the flow of prescription opioids from manufacturers to distributors to pharmacies. The MME metric uses sales data for 12 categories of prescription opioids and was collected in a standardized manner by the Drug Enforcement Administration (DEA) in its Automation of Reports and Consolidated Orders System (ARCOS) database. As part of the National Prescription Opiate Litigation Multi-District Litigation, Case No. 1:17-MD-2804 (N.D. Ohio) (Opioid MDL), the DEA agreed to produce the nine years of data from 2006-2014, which encompassed the peak years of opioid sales in most states. The ARCOS

data is standardized by converting data from varying products and prescription strengths into uniform MME totals to accurately reflect higher doses and stronger drugs in the data.

**B. Pain Reliever Use Disorder**

This metric consists of the number of people in each state with pain reliever use disorder, as identified by the annual National Survey on Drug Use and Health conducted by the federal Substance Abuse and Mental Health Services Administration (SAMHSA). The SAMHSA survey is widely used by federal and other agencies. This metric included all three prior years in which pain reliever use disorder was broken down by state, 2015-2017, and included both people receiving treatment and those who are not.

**C. Overdose Deaths**

The overdose death metric includes two measures: (1) overdose deaths caused by opioids and (2) overdose deaths caused by all drugs. The overdose death figures used for the metric are from the years 2007-2017, with data drawn from a database compiled by the Centers for Disease Control and Prevention (“CDC”). The CDC database does not adjust for local reporting problems that differ from state to state and over time. To mitigate this data collection issue, figures for all drug overdose deaths, which captures some unidentified opioid overdoses as well as overdoses unrelated to opioids.

**D. Population**

Population is measured by the 2018 U.S. Census estimate.

**E. Negotiation Class Metrics**

The Opioid MDL Plaintiffs’ proposed “negotiation class” metrics weighting factor consists of the Negotiating Class Allocation Model (defined below) applied at the state level.

**ii. Intrastate Allocation of NOAT II Abatement Funds**

Each State and its Local Governments will have until (60) sixty days after the Effective Date of the Plan (the “**SAA Filing Deadline**”) to file with the Bankruptcy Court or authorize the NOAT II Trustees to file with the Bankruptcy Court on their behalf, an agreed-upon allocation or method for allocating the NOAT II Funds for that State dedicated only to Approved Uses (each a “**Statewide Abatement Agreement**” or “**SAA**”). The NOAT II Trustees will file any SAAs submitted to the NOAT II Trustees within (5) five business days of receipt. Any dispute regarding allocation within a State will be resolved as provided by the Statewide Abatement Agreement; *provided* that no Statewide Abatement Agreement may remove or otherwise limit the reporting requirements set forth in any of the NOAT II Documents, including without limitation in the NOAT II Agreement.

A Statewide Abatement Agreement shall be agreed when it has been approved by the State and either (a) representatives of its Local Governments whose aggregate Population

Percentages, determined as set forth below, total more than sixty percent (60%), or (b) representatives of its Local Governments whose aggregate Population Percentages total more than fifty percent (50%) provided that these Local Governments also represent 15% or more of the State's counties or parishes (or, in the case of States whose counties and parishes that do not function as Local Governments, 15% of or more of the State's incorporated cities or towns), by number.

Population Percentages shall be determined as follows: For States with counties or parishes that function as Local Governments,<sup>1</sup> the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) 200% of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish, divided by (b) 200% of the State's population. A "**Primary Incorporated Municipality**" means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality. The Population Percentage of each primary incorporated municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population; *provided* that the Population Percentage of a primary incorporated municipality that is not located within a county shall be equal to 200% of its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population. For all States that do not have counties or parishes that function as Local Governments, the Population Percentage of each incorporated municipality (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State's population.

The Statewide Abatement Agreement will become effective fourteen (14) days after filing, unless otherwise ordered by the Bankruptcy Court.

A State and its Local Governments may revise, supplement, or refine a Statewide Abatement Agreement by filing, or authorizing the NOAT II Trustees to file on their behalf, an amended Statewide Abatement Agreement that has been approved by the State and sufficient Local Governments to satisfy the approval standards set forth above with the Bankruptcy Court, which shall become effective fourteen (14) days after filing, unless otherwise ordered by the Bankruptcy Court

Under the Plan, NOAT II Funds allocated to each Non-SAA State are allocated between a "**Regional Apportionment**" and a "**Non-Regional Apportionment.**" The Proportionate Share of the Regional Apportionment for each Region in a Non-SAA State is determined by reference to the aggregate shares of counties (as used herein, the term county includes parishes), and cities or towns in the cases of a Non-SAA States in which counties do not function as Local

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<sup>1</sup> Certain states do not have counties or parishes that function as Local Governments, including, Alaska, Connecticut, Massachusetts, Rhode Island, and Vermont. All other States have counties or parishes that function as Local Governments

Governments, in the Region either (i) under the allocation model available at [Dkt. No. [ ]] that was developed as part of the establishment of a negotiation class procedure developed in *In re National Prescription Opiates Litigation*, MDL No. 2804 (N.D. Ohio) (the “**Negotiating Class Allocation Model**”), or (ii) the model developed by Christopher J. Ruhm, Professor of Public Policy and Economics at the University of Virginia (the “**Ruhm Allocation Model**”), available at [Dkt. No. [ ]], (collectively with the Negotiating Class Allocation Model, the “**Allocation Models**.”).

a. The Negotiating Class Allocation Model

The Negotiating Class Allocation Model employs a three-factor analysis to allocate potential opioids settlement proceeds among counties. The three factors are:

- A. Opioid Use Disorder (“**OD**”). Under this factor, each county is assigned a percentage derived by dividing the number of people in the county with OUD by the total number of people nationwide with OUD. The Model uses data reported in the National Survey on Drug Use and Health (“**NSDUH**”) for 2017. The data is accessible at <https://bit.ly/2HqF554>.
- B. Overdose Deaths. This factor assigns to each county a percentage of the nation’s opioid overdose deaths. The percentage is based on Multiple Causes of Death (“**MCOD**”) data reported by the National Center for Health Statistics (“**NCHS**”), the Centers for Disease Control (“**CDC**”) and the Department of Health and Human Services (“**DHHS**”). The data so reported is adjusted using a standard, accepted method (the “**Ruhm Adjustment**”) designed to address the well-established under-reporting of deaths by opioids overdose.
- C. Amount of Opioids. This factor assigns to each county a percentage of the national opioids shipments during 2006-2016 (expressed as morphine molecule equivalents, or MMEs) that produced a negative outcome. This percentage is based on data reported by the U.S. Drug Enforcement Agency (“**DEA**”) in its ARCOS (Automation of Reports and Consolidated Orders System) database. Each county’s share of national shipments is multiplied by the higher of two ratios: (1) the ratio of the percentage of people in the county with OUD to the percentage of people nationwide with OUD; or (2) the ratio of the percentage of people in the county who died of an opioids overdose between 2006-2016 to the national percentages of opioids overdose deaths during that time.

The Negotiating Class Allocation Model gives equal weight to each of these factors. Thus, a hypothetical county with an OUD percentage of .3%, and overdose deaths percentage of .2% and an amounts of opioids percentage of .16% would receive an overall allocation of .22%.

Where a county and its cities and towns are unable to reach agreement regarding the sharing of the county's overall allocation, the Negotiating Class Allocation Model provides for such sharing based on how the county and its cities and towns have historically split funding for opioids abatement. This historical analysis employs data reported by the U.S. Census Bureau on local government spending by certain functions. The Negotiating Class Allocation Model assigns to each incorporated city and town a portion of the county's overall allocation based on this historical data.

b. The Ruhm Allocation Model

The Ruhm Allocation Model employs a three-factor analysis to allocate potential opioids settlement proceeds among counties. The three factors are:

- A. Number of Persons with Opioid Use Disorder (“**OUD**”). **NSDUH** data from 2007-2016 is used to estimate the number of persons in the state with OUD. The county share of OUD cases was assumed to be the same as its share of opioid-involved overdose deaths, calculated as described in (B) below.
- B. Opioid-Related Overdose Deaths. This factor assigns to each county a percentage of the nation's opioid overdose deaths. The percentage is based on **MCOD** data reported by the **NCHS**, **CDC** and **DHHS**. The data so reported is adjusted using the **Ruhm Adjustment** designed to address the well-established under-reporting of deaths by opioids overdose.
- C. Opioid Shipments. This factor assigns to each county a percentage of the national opioids shipments during 2006-2016 (expressed as morphine molecule equivalents, or **MMEs**) that produced a negative outcome. This percentage is based on data reported by the **DEA** in its **ARCOS**. No additional adjustments are used.

Under the Plan, the Allocation Models' shares of each county in a Region are aggregated. Those aggregate Allocation Model shares are then divided by the total Allocation Model shares for all Regions in the State to determine the subject Region's Proportionate Share. For Non-SAA States in which counties do not function as Local Governments, the Allocation Model shares for each city and town in a Region are aggregated, and the aggregate is divided by the total Allocation Model shares for all cities and towns in the State to determine the Region's Proportionate Share.

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>X</i></p>	<p style="text-align: center;"><b>REQUEST FOR COMMON COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>2/7/2023</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Request to Authorize Carry Forward of Unused 2022 Appropriations, for Use in 2023 in the Amount of \$10,000</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>B.24.</i></p>

The following item, included in the 2022 Budget, is being requested for carryover into 2023, so that the initiatives may be completed in 2023 with the authorized 2022 funds:


- 1) Initiative: Elections Department Printing  
Amount: \$10,000.00  
Account: 01-0142-5313, Elections, Printing Costs  
Reason: Staff is requesting carryover of these funds for printing of absentee ballot envelopes (outgoing and return) and printing of additional voting direction material. This printing was planned in 2021 to replenish the absentee ballot envelopes used in 2020 and to update other voting direction material that was changes. The purchase/printing was not able to be done in 2021 as the wording on the envelopes was to be modified and updates had not been approved and formatted at the State level; the same is true with directions and guidance to voters. It was anticipated that any changes to Election procedures were expected to be completed in time for purchasing for use in the April, August, and November 2022 elections. The changes were not done until the beginning of 2023 and will take effect in 2024. We will not be able to use any of our current stock of envelopes in 2024, and will have to order new envelopes for the February, April, August and November 2024 elections.

As noted above, the detailed initiative was part of the authorized 2022 budget that was not able to be completed during the year, so the request is being made to carry the initiatives forward into 2023 so that the funds can be used during 2023 for the identified purpose, in the same manner as previously authorized.

**COUNCIL ACTION REQUESTED**

Motion to authorize the carry forward of unused 2022 appropriations, for use in 2023, in the amount of \$10,000 and direct staff to prepare a 2022 Budget modification for the same, for Council consideration.

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<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p><i>BPC County Land, LLC v City of Franklin, Milwaukee County Circuit Court Case Nos. 2019-CV-8963 and 2021-CV-5581. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</i></p>	<p><b>ITEM NUMBER</b></p> <p style="text-align: center;">A. 25.</p>

**COUNCIL ACTION REQUESTED**

As *BPC County Land, LLC v City of Franklin, Milwaukee County Circuit Court Case Nos. 2019-CV-8963 and 2021-CV-5581* are litigation matters which are in process and pending at this time, a motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>X</i></p>	<p style="text-align: center;"><b>REQUEST FOR COMMON COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>2/7/2023</b></p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p>Common Council Consideration of Code of Conduct Complaints. The Common Council may enter closed session pursuant to Wis.Stat. § 19.85(1)(f) considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>N. 26.</i></p>
<p><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to enter closed session pursuant to Wis.Stat. § 19.85(1)(f) considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>		

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>X</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>02/07/2023</b></p>
<p style="text-align: center;"><b>LICENSES AND PERMITS</b></p>	<p style="text-align: center;"><b>MISCELLANEOUS LICENSES</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><b>H.</b></p>

See attached minutes from the License Committee meeting of January 3 & Special License Committee meeting of January 19, 2023.

1. Miscellaneous Licenses and Permits for 02/07/2023.
2. Fireworks Review Process.
3. A) Review of extraordinary events.  
B) Discussion of possible review committee.  
C) Discussion regarding directing clerk's office to include extraordinary applications in the online & printed packets.

**COUNCIL ACTION REQUESTED**

1. As recommended by the License Committee for the meeting of January 17, 2023.
2. Fireworks Review Process.
3. A) Review of extraordinary events.  
B) Discussion of possible review committee.  
C) Discussion regarding directing clerk's office to include extraordinary applications in the online & printed packets.



414-425-7500

**License Committee**

**Agenda\***

**Franklin City Hall Hearing Room**

**9229 W. Loomis Rd**

**Franklin, WI**

**February 07, 2023 – 5:00 p.m.**

1.	<b>Call to Order &amp; Roll Call</b>	<b>Time:</b>
2.	<b>Citizen Comment</b>	
3.	<b>Approval of Minutes for Regular License Committee Meeting of January 03, 2023.</b>	
4.	<b>Approval of Minutes for Special License Committee Meeting of January 19, 2023.</b>	
5.	<b>License Applications Reviewed</b>	<b>Recommendations</b>

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 New	<b>Gagliano, April</b> Bowery Bar & Grill			
Operator 2022-2023 New	<b>McCown, Jacob</b> The Rock Sports Complex/Dog Haus			
Operator 2022-2023 New	<b>Rendall, Amy J</b> Michaelangelo's Pizza			
"Class A" Beer & Liquor Change of Agent 2022-2023	<b>Kwik Trip, Inc</b> DBA – Kwik Trip #857 10750 W Speedway Dr Michael Roberts			
Day Care 2022-2023 Renewal	<b>KinderCare Education LLC</b> DBA KinderCare 6350 S 108 <sup>th</sup> St Theresa Castronovo, Manager			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	<b>Franklin Police Department – National Night Out</b> Fee waivers: Temporary Entertainment & Amusement, Food License Date of Event: 8/7/2023; 6 to 9 p.m. Location: Franklin Public Library, 9151 W Loomis Rd			
Amendment to Public Grant Application for Opening Hours of Civic Celebration Event	<b>Change of Civic Celebration Event Operating Hours on Saturday, July 1, 2023</b> Changing Opening Hour from 3 p.m. to noon (Operating Hours will be noon to 11 p.m.) John Bergner, Chairman of Civic Celebration Commission			



Type/ Time	Applicant Information	Approve	Hold	Deny
<b>Temporary Entertainment &amp; Amusement</b>	<b>Rainbow Valley Rides, Inc – Fourth of July Festivities</b> Person in Charge: Ronald Kedrowicz Location: 9229 W Loomis Rd Dates of Event: 6/30 through 7/2/2023			
<b>Temporary Entertainment &amp; Amusement</b>	<b>Civic Celebration Committee – Independence Celebration</b> Person in Charge: John Bergner Location: 9229 W Loomis Rd Dates of Event: 6/30 through 7/2/2023			
<b>Temporary "Class B" Beer &amp; Wine</b>	<b>Civic Celebration Committee – Independence Day Celebration</b> Person in Charge: John Bergner Location: 9229 W Loomis Rd Dates of Event: 6/30 through 7/2/2023			
<b>6. Fireworks Display Process</b>	<b>Fireworks Display Process for License Committee Consideration and Discussion for Recommendation to the Common Council</b>			
<b>7. Extraordinary Events</b>	<b>7a – Continuation of review for the extraordinary events</b> <b>7b – Present possible duties of a review committee</b> <b>7c – Direct the clerk’s office to include the extraordinary applications in the online &amp; printed packets</b>			
<b>8.</b>	<b>Adjournment</b>	Time:		

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414-425-7500

**License Committee Minutes\***  
**Franklin City Hall Hearing Room**  
**9229 W. Loomis Rd**  
**Franklin, WI**  
**January 03, 2023 – 5:45 p.m.**

1.	<b>Call to Order &amp; Roll Call – Alderwoman Wilhelm Called to Order, Alderwoman Eichmann &amp; Alderwoman Hanneman Present</b>	<b>Time: 5:45</b>
2.	<b>Citizen Comment</b>	
3.	<b>Approval of Minutes from the Regular License Committee Meeting of December 20, 2022 with corrections on Item# 6.</b>	
4.	<b>License Applications Reviewed</b>	<b>Recommendations</b>

Type/ Time	Applicant Information	Approve	Hold	Deny
<b>Operator 2022-2023 New</b>	<b>Masloroff, Abi K</b> Walgreens# 15020	√		
<b>Operator 2022-2023 New</b>	<b>Phouthakhio, Darren</b> Marcus Showtime Cinema	√		
<b>Police Incident Reports from June 1, 2022 thru December 27, 2022</b>	<b>Review of Police Incident Reports from Jun 1, 2022 thru December 27, 2022 for Class A and B Establishments.</b>	Reviewed & considered Police Incident Reports. Alderwoman Wilhelm moved and Alderwoman Eichmann seconded to suspend rules to allow public input.		
<b>5. Fireworks Display Process</b>	<b>Fireworks Display Process for License Committee Consideration and Discussion for Recommendation to the Common Council</b>	Alderwoman Wilhelm moved return to regular order and Alderwoman Eichmann seconded and to send ordinance draft changes to City Attorney with draft application.		
<b>6. Review &amp; Discuss Extraordinary Events</b>	<b>Review and Discuss Extra Ordinary Events</b>	Alderwoman Wilhelm moved and Alderwoman Eichmann seconded to hold for review until clerk can set up special meeting.		
<b>7.</b>	<b>Adjournment.</b>	Alderwoman Eichmann moved and Alderwoman Wilhelm seconded to adjourn at 6:25 p.m. motion carried.		

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414-425-7500

**Special License Committee  
Minutes\***


**Franklin City Hall Hearing Room  
9229 W. Loomis Rd  
Franklin, WI  
January 19, 2023 – 5:30 p.m.**

<b>1.</b>	<b>Call to Order &amp; Roll Call – Alderwoman Hanneman Called to order, Alderwoman Eichmann &amp; Alderwoman Wilhelm were present</b>	<b>Time: 5:30 p.m.</b>
<b>2.</b>	<b>Citizen Comment – Opened and closed at 6:37 p.m.</b>	
<b>Special Items Reviewed</b>		<b>Recommendations</b>

<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
<b>3. Discussion of Extraordinary Events</b>	<b>Discussion of Extraordinary Events</b>	Alderwoman Hanneman moved and Alderwoman Wilhelm seconded to direct the clerk’s office to include the extraordinary event applications in the online & printed packets. Motion carried.		
<b>4. Discussion of Communication Received</b>	<b>Discussion of communication received from Dana Kerr &amp; neighbors of the Rock Sports Complex regarding unpermitted events &amp; noise.</b>	Alderwoman Wilhelm moved and Alderwoman Hanneman seconded to recommend the continuation of review for the extraordinary events and for the committee to come back at the next meeting prepared to present possible duties of a review committee. Motion carried.		
<b>5.</b>	<b>Adjournment</b>	Alderwoman Wilhelm moved and Alderwoman Eichmann Seconded to adjourn at 7:32 p.m. Motion Carried.		

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>2/07/2023</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> <b>I</b>

Attached are vouchers dated January 13, 2023 through February 2, 2023, Nos 191087 through Nos 191504 in the amount of \$ 3,685,198 71 Also included in this listing are EFT's Nos 5210 through EFT Nos 5228 and Nos 327(S), Library vouchers totaling \$ 13,938 02, Tourism vouchers totaling \$500 00, Water Utility vouchers totaling \$ 793,937 77 and Property Tax Refunds in the amount of \$ 132,319 85 Voided checks in the amount of \$ (12,667 52) are separately listed

Early release disbursements dated January 13, 2023 through February 1, 2023 in the amount of \$ 1,376,782 43 are provided on a separate listing and are also included in the complete disbursement listing These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

Attached is a list of property tax disbursements, EFT Nos 443 through Nos 452 and EFT Nos 324(S) through 326(S) dated January 13, 2023 through January 30, 2023 in the amount of \$ 22,485,072 55 \$ 5,000,000 00 represents transfers to temporary investment accounts, \$98,954 15 represents refund reimbursements and \$ 17,386,118 40 represents settlements from US Bank There is also an additional \$ 35,549,818 76 of tax settlements from American Deposits These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834 (EFT number 447 was voided )

The net payroll dated January 27, 2023 is \$ 516,145 44, previously estimated at \$ 460,000 Payroll deductions dated January 27, 2023 are \$ 591,395 42 previously estimated at \$ 475,000

The estimated payroll for February 10, 2023 is \$ 435,000 with estimated deductions and matching payments of \$ 245,000

### COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of February 2, 2023 in the amount of \$ 3,685,198 71 and
- Property Tax disbursements with an ending date of January 30, 2023 in the amount of \$ 22,485,072 55 and
- Payroll dated January 27, 2023 in the amount of \$ 516,145 44 and payments of the various payroll deductions in the amount of \$ 591,395 42, plus City matching payments and
- Estimated payroll dated February 10, 2023 in the amount of \$ 435,000 and payments of the various payroll deductions in the amount of \$ 245,000, plus City matching payments

**ROLL CALL VOTE NEEDED**