

The YouTube channel “City of Franklin WI” will be live streaming the Common Council meeting so that the public will be able to view and listen to the meeting.
<https://www.youtube.com/c/CityofFranklinWIGov>

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
MONDAY, FEBRUARY 20, 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 February 7, 2023.
- D. Hearings.
- E. Organizational.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Presentation from Northwestern Mutual Representatives on Their Decision to Move Employees and Operations from the Franklin Campus.
 - 2. Authorization to Participate in the Coronavirus Emergency Supplemental Funds: State, County, Local and Tribal Criminal Justice (2020).
 - 3. Authorization to Purchase Two LTO-9 Tape Drives and Cleaning Cartridges at a Total Cost of \$13,018.22 as Budgeted for in the 2023 Information Services Computer Equipment Capital Outlay Budget – Account 41-0144-5841.
 - 4. An Ordinance to Amend Ordinance No. 2005-1838, An Ordinance Establishing Benefits, Special Pay Practices and Conditions of Employment for Full Time Non-Represented Fire Department Commanders of the City of Franklin, to Remove the Residency Requirement for the Fire Chief.
 - 5. Request Council Approval to accept a \$750.00 Donation from Carma Laboratories Inc. and to spend the Donation Funding on Franklin Fire Department’s Public Education Initiatives.
 - 6. An Ordinance to Amend Ordinance 2021-2486, an Ordinance Adopting the 2022 Annual Budget for the General Fund to Transfer \$43,500 of Unrestricted Contingency to the Fire Department Equipment Maintenance Fund.

7. Request Council Approval to Apply for a Federal Emergency Management Administration (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) Grant for Fiscal Year 2022, in Order to Fund Six Firefighter-Paramedic FTEs for a period of 36 months.
8. Request Council Approval for an Appropriation of an Additional \$5,628.17 from Existing Escrowed State Grant Funding to Cover Unanticipated Cost Over-Run on Repair of Ambulance 114.
9. Request Council Approval to Repeal Franklin Ordinance No. 2006-1873 which Requires the Fire Department to Charge Fees for Required Annual Fire Inspections of all Multi-Family Occupancies, Businesses and Non-profits.
10. 2022 Quarry Monitoring Reports.
11. Update to Item D from the February 6, 2023 Committee of the Whole Meeting “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.’”
12. Agreement with Milwaukee County for Inclusion of City Infrastructure in the W. Forest Home Avenue (CTH OO) Project from Hi View Drive to W. Speedway Drive.
13. A Resolution to Dedicate a Green Infrastructure Ten-Year Maintenance Covenant for Hickory Street Bioswales (Public Right-Of-Way Between W. Oakwood Road and W. Elm Road).
14. Establish a Community Document Shredding Event with ProShred Security.
15. Reduce Staffing in City Budget Regarding Library Custodial Help.
16. A Resolution Approving a Partial Property Tax Rescission for 2022 for TKN 714-0004-001.
17. A Resolution Appointing US Bank as Trust Investment Manager and to Provide Trust Advisory Services for the City of Franklin Other Post-Employment Benefits (OPEB) Trust Account.
18. An Ordinance to Amend Ordinance 2022-2521, an Ordinance Adopting the 2023 Annual Budget for the General Operating Fund to Transfer \$30,380 in Expenditures From the Engineering Personal Services Salary & Benefits Accounts to the Planning Personal Services Salary and Benefits Accounts.
19. Wisconsin State-Local Government Opioid Bankruptcy Memorandum of Understanding.
20. A Resolution to Enter Agreements with Milwaukee County for Emergency Vehicle Pre-Emption and Lighting Equipment at W. Forest Home Avenue (CTH OO) Intersections with W. St. Martins Road and W. Rawson Avenue (CTH BB).
21. Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and Saputo Cheese USA Inc., Commercial/Manufacturing Buildings Mixed Use Development (Public and Private Property Improvements) at 2895 West Oakwood Road bearing Tax Key No. 951-9994-003. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and

Saputo Cheese USA Inc., Commercial/ Manufacturing Buildings Mixed Use Development (Public and Private Property Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the potential development agreement for the development of property located at 2895 W. Oakwood Road, consisting of approximately 34.388 acres, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

- 22. A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with Saputo Cheese USA, Inc., Located at 2895 W. Oakwood Road, TKN 951-9994-003.
- 23. 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.

H. Licenses and Permits: License Committee Meeting of February 20, 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

[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 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
FEBRUARY 07, 2023
MINUTES

ROLL CALL

A. The regular meeting of the Franklin Common Council was held on February 07, 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 Shari Hanneman, Alderman Mike Barber, and Alderman John R. Nelson. Also in attendance were City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski, and City Clerk Karen Kastenson. Alderwoman Kristen Wilhelm was not present.

Mayor Olson asked for a moment of silence for fallen Milwaukee Police Officer Peter Jerving.

CITIZEN COMMENT

B. Citizen comment period was opened at 6:32 p.m. and was closed at 6:45 p.m.

MINUTES
JANUARY 17, 2023

C. Alderman Barber moved to approve the minutes of the regular Common Council meeting of January 17, 2023, as presented. Seconded by Alderman Holpfer. All voted Aye; motion carried.

2023 POLICE CAPITAL
& OPERATING
BUDGET ITEMS

G.1. Alderman Barber moved to authorize the release of funds and to approve the purchases of the Police Department 2023 Capital & Operating Budget items. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

AGREEMENT WITH
CITY OF WAUKESHA
FOR FIBER OPTIC
CABLE AND
INTERNET NETWORK
CONSTRUCTION

G.2. Alderwoman Hanneman moved 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. Seconded by Alderman Holpfer. All voted Aye; motion carried.

MEMORANDUM OF
UNDERSTANDING
WITH FRANKLIN
SCHOOL DISTRICT
FOR FIBER INTERNET
NETWORK

G.3. Alderwoman Hanneman moved 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..

Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

PURCHASE OF
RAPID7 INSIGHT IDR
MDR ELITE CLIENT

G.4. Alderman Holpfer moved to authorize the purchase and payment of Rapid7 Insight IDR MDR Elite Client through CDWG 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. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

SHARE PARK GIS
LAYER WITH PRO-
WEST & ASSOCIATES,
INC. AND WI DEPT OF
TOURISM

G.5. Alderman Barber moved 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. Seconded by Alderman Holpfer. All voted Aye; motion carried.

ORD. 2023-2528
AMEND ORD. 2022-
2521 - ADOPTING 2023
ANNUAL BUDGETS

G.6. Alderman Barber moved to approve Ordinance No. 2023-2528, 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. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

RES. 2023-7937
CLARK DIETZ, INC.
TO PROVIDE INFLOW
& INFILTRATION
INVESTIGATIVE
WORK ON S. 27TH ST.

G.7. Alderman Barber moved to adopt Resolution No. 2023-7937, 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. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2023-7938
CLARK DIETZ, INC.
TO PROVIDE
PROFESSIONAL
DESIGN SERVICES
FOR SUMP PUMP
DISCHARGE LINES

G.8. Alderman Barber moved to adopt Resolution No. 2023-7938, 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. Seconded by Alderman Nelson. All voted Aye; motion carried.

- REDUCE LIBRARY CUSTODIAL STAFFING IN CITY BUDGET G.9. Alderman Holpfer moved to hold over removing one of the Library part-time custodial positions expenditure from the Municipal building 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 until the February 20, 2023 Common Council meeting. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- SHREDDING EVENT ON MAY 13, 2023 G.10. Alderman Barber moved to hold over directing Staff to coordinate a Shredding Event with Stericycle for \$2,400 plus Staff overtime and other expenses until the February 20, 2023 Common Council meeting. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2023-7939 CLIFTON LARSON ALLEN, LLC AS AUDITORS FOR 2022, 2023, 2024 G.11. Alderman Barber moved to adopt Resolution No. 2023-7939, A RESOLUTION APPOINTING CLIFTON LARSON ALLEN, LLC AS AUDITORS FOR THE CITY OF FRANKLIN 2022, 2023 AND 2024 FINANCIAL STATEMENTS with a base annual fee of \$53,400 and authorize certain officials to sign the engagement contracts for these years subject to technical corrections by the City Attorney Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- RES. 2023-7940 AMEND RES. 2023-7936 AMENDMENT 7 TO RUEKERT & MIELKE, INC. FOR STORM WATER OPTIONS FOR ELM ROAD PROJECT G.12. Alderman Barber moved to adopt Res. No. 2023-7940, 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. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- MOVE STAFF AND BUDGET FOR SECRETARIAL POSITION FROM ENGINEERING TO PLANNING G.13. Alderman Barber moved 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. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- FINANCE CLERK AND ACCOUNTANT POSITIONS G.14. Alderman Barber moved 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. Seconded by Alderman Holpfer. All voted Aye; motion carried.

- RES. 2023-7941
SERVICE
AGREEMENT WITH
PRIMADATA, LLC
AND BAYSIDE
PRINTING, LLC
- G.15. Alderman Barber moved to adopt Resolution No. 2023-7941, 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, 49" COURT. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- RES. 2023-7942
PARTIAL 2022
PROPERTY TAX
RESCISSION FOR
#744-1001-000
- G.16. Alderman Holpfer moved to adopt Resolution No. 2023-7942, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION FOR 2022 FOR PARCEL #744-1001-000. The City Attorney stated on the record with regard to the resolution that states the reduction was due to being assessed improperly. This reduction is due to a settlement agreement. Seconded by Alderman Barber. All voted Aye; motion carried.
- RES. 2023-7943
PARTIAL 2022
PROPERTY TAX
RESCISSION FOR
#714-0003-002
- G.17. Alderman Nelson moved to adopt Resolution No. 2023-7943, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION FOR 2022 FOR PARCEL #714-0003-002. The City Attorney stated on the record with regard to the resolution that states the reduction was due to being assessed improperly. This reduction is due to a settlement agreement. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2023-7944
PARTIAL 2022
PROPERTY TAX
RESCISSION FOR
#934-0106-000
- G.18. Alderman Holpfer moved to adopt Resolution NO. 2023-7944, 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. Seconded by Alderman Nelson. All voted Aye; motion Carried.
- RES. 2023-7945
PARTIAL 2022
PROPERTY TAX
RESCISSION FOR
#934-0016-000
- G.19. Alderman Nelson moved to adopt Resolution NO. 2023-7945, 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. Seconded by Alderman Holpfer. All voted Aye; motion Carried.
- RES. 2023-7946
PARTIAL 2022
PROPERTY TAX
RESCISSION FOR
- G.20. Alderman Nelson moved to adopt Resolution NO. 2023-7946, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR 2022 FOR PARCEL #934-0028-000; AND DIRECT STAFF TO FILE THE CHARGEBACK

- #934-0028-000 REQUEST WITH THE DOR AND SEEK COMPENSATION FROM THE OTHER TAXING AUTHORITIES. Seconded by Alderwoman Hanneman. All voted Aye; motion Carried.
- RES. 2023-7947 G.21. Alderman Nelson moved to adopt Resolution NO. 2023-7947, A PARTIAL 2022 PROPERTY TAX RESCISSION AND REFUND FOR 2022 FOR PARCEL #797-9998-000; AND DIRECT STAFF TO FILE THE CHARGEBACK REQUEST WITH THE DOR AND SEEK COMPENSATION FROM THE OTHER TAXING AUTHORITIES. Seconded by Alderwoman Eichmann. All voted Aye; motion Carried.
- RESCISSION FOR #797-9998-000
- COMM. OF THE WHOLE RECOMMENDATIONS:
- G.22. Upon recommendation from the Committee of the Whole Meeting of February 6, 2023:
- FIRE DEPT. INFORMATION ON FORE & EMS SERVICES
- (a) No action was taken on the information provided by the Fire Department Administration on information about historic, current, and future provision of Fire and EMS Services in Franklin, for discussion and future decision-making by the Common Council.
- STATUS OF REWRITE OF UDO
- (b) No action was taken on the Status update on the rewrite of the Unified Development Ordinance (UDO).
- ORD. TO REPEAL CHAPTER 165 OF MUNICIPAL CODE AND RENAME CHAPTER 129
- (c) Alderman Nelson moved to table 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 until the February 20, 2023 Council Meeting. Seconded by Alderman Barber. All voted Aye; motion carried.
- AMEND §207-21 WATER MAIN LATERALS
- (d) No action was taken on an Ordinance to Amend §207-21 of the Municipal Code Regarding Special Assessments of Water Main Laterals.
- WI STATE-LOCAL GOVERNMENT OPIOID BANKRUPTCY MEMORANDUM OF UNDERSTANDING
- G.23. No action was taken on a Resolution Approving and Authorizing the Execution and Delivery of a Wisconsin State-Local Government Opioid Bankruptcy Memorandum of Understanding.
- UNUSED 2022 APPROPRIATIONS FOR USE IN 2023
- G.24. Alderwoman Eichmann moved 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. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.

LICENSES AND
PERMITS

H. Alderwoman Hanneman moved to approve the following licenses:

Grant 2022-2023 Operator License to the following: April Gagliano, Jacob McCown, & Amy Rendall;

Grant "Class A" Beer & Liquor Change of Agent to: Kwik Trip #857, Michael Roberts, 10750 W Speedway Dr;

Grant 2022-2023 Day Care License Renewal to: KinderCare, 6350 S 108th St, Theresa Castronovo, Manager;

Approve the PUBLIC (People Uniting for the Betterment of Life and Investment in the Community) Grant to Franklin Police Department – National Night Out – Temporary Entertainment & Amusement, Food License, 8/7/2023, 6 - 9 p.m.; Franklin Public Library, 9151 W Loomis Rd;

Approve the Amendment to Public Grant Application for Opening Hours of Civic Celebration Event on 7/1/2023 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;

Grant Temporary Entertainment & Amusement to the following:

- 1) Rainbow Valley Rides, Inc – 4th of July Festivities, Ronald Kedrowicz, 9229 W Loomis Rd, 6/30-7/2/2023
- 2) Civic Celebration Committee – Independence Celebration, John Bergner, 9229 W Loomis Rd, 6/30-7/2/2023 (Fireworks to be permitted thru FPD)

Grant Temporary "Class B" Beer & Wine to: Civic Celebration Committee-Independence Day Celebration, John Bergner, 9229 W Loomis Rd, 6/30-7/2/2023;

Hold Fireworks Display Process until next meeting; and

Hold Extraordinary Events Discussion until next meeting.

Seconded by Alderman Barber. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

I. Alderman Holpfer moved to approve 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 payment. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

CLOSED SESSION
BPC COUNTY LAND,
LLC. V. CITY OF
FRANKLIN

- G.25. Alderman Holpfer moved to enter closed session at 7:12 p.m. pursuant to Wis. Stats. 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. Seconded by Alderwoman Hanneman. On roll call; all voted Aye. Motion carried.

Upon reentering open session at 7:47 p.m., no action was taken.

Mayor Olson requested taking a seven-minute recess at 7:47 p.m. Mayor Olson reconvened the meeting at 7:54 p.m.

CLOSED SESSION
CODE OF CONDUCT


- G.26. Alderman Barber moved to enter closed session at 7:55 p.m. pursuant to Wis. Stat. § 19.85(1)(1) 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. Seconded by Alderwoman Eichmann. On roll call; all voted Aye. Motion carried.

Upon reentering open session at 8:09 p.m., no action was taken.

ADJOURNMENT

- J. Alderman Holpfer moved to adjourn the meeting of the Common Council at 8:09 p.m. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

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<p>APPROVAL</p> 	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>2/20/2023</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Presentation from Northwestern Mutual representatives on their decision to move employees and operations from the Franklin Campus</p>	<p>ITEM NUMBER</p> <p>G.1.</p>

BACKGROUND

On 2/1/23 Executives from Northwestern Mutual announced their plans to invest \$450 million in retrofitting their downtown North Office Building and subsequently move the remaining employees working in Franklin to that building. The transition is expected to take 4 to 5 years.

NM executives will be present to discuss the decision and plans to date for the disposition of their 880,000 square feet of building and 16 acres of vacant land.

FISCAL IMPACT

Undetermined

COUNCIL ACTION REQUESTED

No action requested.

Shirley Roberts

From: Steve Olson <steve-olson@wi rr com>
Sent: Wednesday, February 1, 2023 10 33 PM
To: Alderman
Cc: Department Heads; Jesse Wesolowski, Regulo Martinez-Montilva, Marion Ecks
Subject: Northwestern Mutual Life Franklin Campus
Attachments: statement on NM pdf

Aldermen/Alderwomen:

Tomorrow morning Northwestern Mutual will make an announcement on changes, dramatic changes to their operations and facilities in downtown Milwaukee and Franklin.

They have decided to modernize their “north” building downtown which was built almost 30 years ago. They intend to totally renovate and reconfigure the building to accommodate ALL of the employees currently in the Franklin campus. They estimate that this modernization will take 3 to 4 years to complete.

They will announce that the Franklin Campus will close after this transition and they will be seeking a buyer for the campus. Their intention is to sell the campus as one package. This is due to the configuration of the two office buildings and location of the parking structure. This is their desire, however they will also look at dividing the parcel. Keep in mind that there is 16 acres of planned and developable land available.

They anticipate that the Franklin operations will probably be consolidated into one building during the phased moves of employees to the north building.

They have had preliminary discussions with MMAC and M7 regarding prospects for the sale of the campus.

The press conference will make it clear that the decision did not come easy and that Franklin has been an excellent community for them and the facility but that the facility no longer fits their operational or space needs.

The original intention of the Franklin Campus was to provide a separate parallel data center and back-up headquarters. Over time, that purpose added other functions. NM had become an early adopter of “cloud” technology in the mid 2010’s and have been reducing staff at Franklin since. Covid saw the majority closing of the facility during the pandemic and a shift to remote work causing the corporate leadership to assess their purposes and real estate holdings.

I will be working with the team from NM to assess the impact on our city. I am concerned that the campus property tax value not erode and have presented that concern to NM already.

Just a reminder that last year we closed TID 3 and distributed the benefits to the taxpayers in tax relief and additional tax levy paid by the development. All debt has been paid and the tax payments fully go to the taxing entities.

Certainly, this is a HUGE event in our history just as it was huge when they chose us for the facility. My view is that this opens the opportunity for new business and potentially additional development on the campus.

NM has asked us to keep this confidential until they announce it to their employees, contractors and then the media later today. I have informed them that I will be telling you about this prior to their release as a courtesy to our Common Council.

Attached is a press release from me available to NM to release at their press conference for your reference.

More will come as I get it.

Mayor Olson

Steve Olson
Mayor
City of Franklin
9229 W Loomis Rd
Franklin, Wi 53132
O 414-427-7529



Please take note that e-mail communications with elected officials could be released to the public upon request pursuant to the State Open Records Law

Shirley Roberts

From: John Nelson <john.1968nelson@gmail.com>
Sent: Thursday, February 2, 2023 5:25 PM
To: Steve Olson
Cc: Karen Kastenson
Subject: Re: Northwestern Mutual
Attachments: image001.jpg

Mayor,

I wanted this as an agenda item, cause I have questions, I understand clearly the email you put out, lots of holes... lots of missing information... lots of things that I would like to ask on record.

Please place on the agenda for discussion.

Thank you,

John

On Thu, Feb 2, 2023, 4:26 PM Steve Olson <steve-olson@wi.rr.com> wrote:

Aldermen and Alderwomen:

Alderman Nelson has requested a council agenda item for an update on the Northwestern Mutual announcement.

Last night I sent all of you a detailed email outlining the information that I had available to me regarding the announcement. There is no more information from Northwestern Mutual to be disseminated other than anything THEY said at their press conference.

When I know more you'll know more but there won't be an agenda item.

Steve

Steve Olson

Mayor

City of Franklin

9229 W Loomis Rd



City of Franklin
Office of the Mayor

PRESS RELEASE

February 2, 2023

For Immediate Release

Contact: Mayor Steve Olson
414-651-3367
solson@franklinwi.gov

Statement on Northwestern Mutual Plans for Its' Franklin Campus

"Northwestern Mutual came to Franklin more than 20 years ago to solve a technology and space problem. We welcomed them as family and together over the years our relationship has been great and we're now home to a large number of NM's employees

With the transition of NM's operations back to downtown I look forward to working closely with the company in finding a new use for this great campus that will provide the excitement that we felt 20 years ago.

With the momentum Franklin is currently experiencing in large developments we think this may be a quick transition!

I had the pleasure of working with NM on the construction of the campus as an Alderman and will now use my office as Mayor to attract another great company to take over the campus that is now a huge part of our community."

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>JK</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">02/20/2023</p>
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<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Authorization to Participate in the Coronavirus Emergency Supplemental Funds: State, County, Local, and Tribal Criminal Justice (2020)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G 2.</p>
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The Franklin Police Department applied for the Coronavirus Emergency Supplemental Funds: State, County, Local, and Tribal Criminal Justice (2020) Grant and was awarded \$17,500 for the use towards preventing, preparing for and responding to the coronavirus.

COUNCIL ACTION REQUESTED

Motion to approve the awarded Coronavirus Emergency Supplemental Funds: State, County, Local, and Tribal Criminal Justice (2020) Grant of \$17,500.

CAPTAIN OF POLICE - Captain Goens

01/23/23

Dear Mayor Olson,

RE: 2023 COVID Grant Signatures

The Police Department applied for the 2023 COVID Grant and was awarded the grant in the amount of \$17,500. For the grant to be accepted I need your signature on various pages of the Grant Award Documents. I have marked the pages where your signature is needed. This needs to be completed within 30 days to receive the grant. If you could please sign them and then let me know when it is completed and I will stop by City Hall and pick it up. Thanks for your time!

If you have any questions, you can contact me at my desk at 414-858-2660.



Curtis A Goens
Captain of Police

WISCONSIN DEPARTMENT OF JUSTICE
Coronavirus Emergency Supplemental Funding
State, County, Local & Tribal Law Enforcement Agencies 2020
Grant Summary Sheet

Grantee or Unit of Government: **City of Franklin**

Project Name: **Coronavirus Emergency Supplemental Funds**

Address: **Franklin Police Department, 9455 West Loomis Road, Franklin, Wisconsin, 53132-9690**

Project Director: **Curtis Goens**

Phone number: **414-858-2660**

Signing Official: **Steve Olson, Mayor, City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132-9630**

Amount of Federal Award: **\$17,500**

Amount of Match:

Amount of Total Award: **\$17,500**

SUMMARY OF GRANT:

Awarded grant funds will be used by the Franklin Police Department to assist with keeping employees safe and working during the COVID-19 pandemic. The grant money will allow the following goals to be achieved; The purchase of computers will allow employees the ability to work remotely to adhere to social distancing guidelines. The purchase of cleaning supplies and equipment will keep the working environment at the police department clean to prevent the spread of the virus. The purchase of PPE to prevent the spread and contraction of COVID-19 during the course of performing our duties. If these goals are achieved by the use of the awarded grant money, this will prevent the possible contraction and spread of COVID-19 between employees and the citizens of Franklin and Milwaukee County.

Name of Program Manager: **Caitlin Snyder**

Phone number: **608-381-3050**

Name of Grant Specialist: **Jannifer Ayers**

Phone number: **608-267-2115**



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Josh Kaul
Attorney General

Room 114, East, State Capitol
P.O. Box 7857
Madison, WI 53707-7857
(608) 266-1221
TTY 1-800-947-3529

January 18, 2023

Curtis Goens, Captain
Franklin Police Department
9455 West Loomis Road
Franklin, WI 53132-9690

Re: Coronavirus Emergency Supplemental Funds
DOJ Grant Number: 2020-CV-01-17970

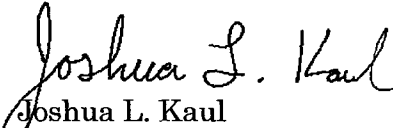
Dear Capt. Goens:

The Wisconsin Department of Justice, Division of Law Enforcement Services has approved a grant award to the City of Franklin in the amount of \$17,500. These funds are from the DOJ's Coronavirus Emergency Supplemental Funding Grant Program available through the U.S. Department of Justice. This grant supports the City of Franklin's "Coronavirus Emergency Supplemental Funds Project."

To accept this award, please have the authorized official sign the Signatory Page, Certified Assurances and Debarment Forms in addition to initialing the bottom right corner of Attachments A and B, if enclosed. The project director should sign the acknowledgement notice. One of the two award packets enclosed should be returned to the Wisconsin Department of Justice within 30 days. The other should be maintained for your records. Funds cannot be released until all signed documents are received and any special conditions are met.

As project director, you will be responsible for all reporting requirements outlined in the grant award and ensuring that funds are administered according to the approved application materials and certifications. Please refer to the FAQ sheet enclosed for contact information and grant guidelines. We look forward to a collaborative working relationship with you.

Sincerely,


Joshua L. Kaul
Attorney General

JLK:JLA
Enclosures



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Josh Kaul
Attorney General

Room 114, East, State Capitol
P.O. Box 7857
Madison, WI 53707-7857
(608) 266-1221
TTY 1-800-947-3529

CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING GRANT PROGRAM
Coronavirus Emergency Supplemental Funds
2020-CV-01-17970

The Wisconsin Department of Justice (DOJ), hereby awards to City of Franklin, (hereinafter referred to as the Grantee), the amount of \$17,500 for programs or projects as authorized by Division B of H.R. 748, Pub. L. No. 116136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C.

This grant may be used until 12/31/2023 for the programs consistent with the budget and general conditions in Attachment A, subject to any limitations or conditions set forth in Attachments B and/or C, if included.

The Grantee shall administer the programs or projects for which this grant is awarded in accordance with the applicable rules, regulations, and conditions of the Wisconsin Department of Justice. The submitted application is hereby incorporated as reference into this award.

This grant shall become effective, and funds may be obligated (unless otherwise specified in Attachments A and/or B) when the Grantee signs and returns one copy of this grant award to the Wisconsin Department of Justice

BY: Joshua L. Kaul
JOSHUA L. KAUL
Attorney General
Wisconsin Department of Justice

01/18/2023
Date

The (Grantee), City of Franklin, hereby signifies its acceptance of the above-described grant on the terms and conditions set forth above or incorporated by reference therein.

GRANTEE: City of Franklin

BY:
NAME: Steve Olson
TITLE: Mayor

Date

WISCONSIN DEPARTMENT OF JUSTICE
ATTACHMENT A

Subgrantee. City of Franklin

Project Title: Coronavirus Emergency Supplemental Funds CFDA# 16 034

Grant Period: From 2/1/2023 To 12/31/2023

Grant Number 2020-CV-01-17970 UEI Number: ZEP3VA3ZMRY5

Federal Award Identification Number (FAIN) and Federal Award Date: 2020-VD-BX-0811 – 01/20/20

Federal Awarding Agency: US Department of Justice, Bureau of Justice Programs

APPROVED BUDGET

See your Egrants Application for Details

	Federal
Personnel	
Employee Benefits	
Travel (Including Training)	
Equipment	
Supplies & Operating Expenses	\$17,500
Consultants	
Other	
TOTAL APPROVED BUDGET	\$17,500

Award General Conditions:

1. Grant recipients are advised that DOJ will monitor grants to ensure that funds are expended for appropriate purposes and that recipients are complying with state and federal requirements as described in the grant award contract. This includes timely completion of progress and financial reports, active efforts to achieve and measure stated goals and objectives, appropriate documentation of activities and outcomes, on-going submission of participant data, and adherence to any conditions included in the grant award.
2. All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.
3. The DOJ reserves the right to withhold grant payments if the grant recipient is delinquent paying any obligation to DOJ such as background check fees, etc. Refusal to provide information requested by DOJ may impact the payment of current or approval of future grant funds.
4. Please be advised that a hold may also be placed on any current or future application or grant payment if it is deemed that an agency is not in good standing on any DOJ grants or other reporting requirements, has other grants compliance issues (including being out of compliance with special conditions) that would make the applicant agency ineligible to receive future DOJ funding, failure to make progress in obtaining project goals and objectives, and/or is not cooperating with an ongoing DOJ grant review or audit.
5. A hold may also be placed on any application or grant payment if it is deemed that an agency is not in compliance with federal civil rights laws and/or is not cooperating with an ongoing federal civil rights investigation

6. Program Income: To maintain consistent practices with other similar programs, and as a proven practice, projects funded under this announcement are subject to program income guidelines detailed in the federal Office of Justice Programs Financial Guide. Grant award funds received are not program income. Program income is income earned by the recipient, during the funding period, as a direct result of the award. Any fees charged to the participants of your project are considered program income. The amount earned as program income during the length of the grant period must be expended by the end of the grant period and must be used for the purposes and under the condition applicable to the award.
7. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner to provide maximum open and free competition.
8. If the grant award budget contains wages, the grantee's records must be maintained in a form that, at any given time, an auditor or DOJ representative would be able to identify the use of Federal and Matching funds. These records should include information such as employee name, rate of pay, hours worked, and amount of time dedicated to the grant project.
9. Award funds will be used to supplement, not supplant, planned or allocated funds.
10. To be allowable under a grant program, all funds (state, federal, and cash match) must be obligated (purchase order issued) or paid for services provided during the grant period. If obligated by the end of the grant period, payment must be made within 30 days of the grant period ending date.
11. All budget changes require prior approval from DOJ and must be requested in a grant modification via Egrants.
12. Subgrantees acknowledge that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR 42.302) that is approved by the Federal Office of Civil Rights, is a violation of its Certified Assurances and may result in the suspension of the grant.
13. Grant funds will be paid to the grantee on a reimbursement basis.
14. Any changes in personnel involved with the grant including the Project Director, Financial Officer, and/or Signatory must be reported to DOJ in a grant modification via Egrants.
15. Fees for independent consultants may not exceed the federal rate of \$650 per eight-hour day unless prior approval is received from DOJ.
16. Reimbursement for travel (i.e. mileage, meals, and lodging) is limited to state rates.
17. Recipient fully understands that DOJ has the right to suspend or terminate grant funds to any recipient that fails to conform to the requirements (special/general conditions and general operating policies) or that fails to comply with the terms and conditions of its grant award.
18. All contracts pertaining to this grant must be submitted to DOJ within 30 days of receipt of Grant Award Documents.
19. If the grant award contains equipment, a request for reimbursement should only be submitted once the equipment is installed and testing has been completed.

**CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING GRANT PROGRAM
ACKNOWLEDGEMENT NOTICE**

Date March 2022

Grantee: City of Franklin

Grant No. 2020-CV-01-17970

Project Title: Coronavirus Emergency Supplemental Funds

The following reporting requirements apply to your grant award

QUARTERLY PERFORMANCE MEASURE REPORTS must be submitted on a scheduled basis and must be completed in the federal web-based Performance Measurement Tool (PMT). Additional information on this system and instructions will be provided by DOJ. Performance Measure reports on the status of your project are due in the PMT on:

PROGRESS REPORTS must be submitted on a scheduled basis and should be completed in Egrants. Narrative reports on the status of your project are due to DOJ on:

<u>04/12/23</u>	<u>07/12/23</u>	<u>10/12/23</u>	<u>01/12/24 FINAL</u>
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FINANCIAL REPORTS must be submitted on a scheduled basis and should be completed and certified in Egrants. Supporting documentation should be attached to the Fiscal Report in Egrants and are due to DOJ on:

<u>04/12/23</u>	<u>07/12/23</u>	<u>10/12/23</u>	<u>01/30/24 FINAL</u>
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NOTE: Reports due 04/12 includes January, February and March program activity.
Reports due 07/12 includes April, May and June program activity.
Reports due 10/12 includes July, August and September program activity.
Reports due 01/12 includes October, November and December program activity.

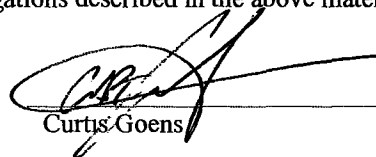
EEOP CERTIFICATION FORM The Office of Justice Programs requires that all subgrantees complete the online Equal Employment Opportunity (EEO) Program Reporting Tool to meet the related civil rights reporting requirements. The EEO Program Reporting Tool can be accessed at https://ocr-eeop.ncjrs.gov/layouts/15/eeopLogin2/customLogin.aspx?ReturnUrl=%2f_layouts%2f15%2fAuthenticate.aspx%3fSource%3d%252F&Source=%2F
A copy of the completed Certification Form must be returned with this signed grant award.

OTHER: Complete and return Certified Assurances and Lobbying/Debarment Forms, enclosed

ACKNOWLEDGEMENT

The materials referenced above were received and reviewed by the appropriate members of this organization. I also acknowledge receipt of the Grant Award and any attached Special Conditions, as well as receipt of the General Conditions which were previously provided in the Instructions for Filing and Application. I understand that this grant is awarded subject to our compliance with all Conditions, Regulations, and Obligations described in the above materials.

01/23/23
Date


Curtis Goens

, Project Director

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following.

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions, and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction", as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default

B Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov, or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3 FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpccompliancereporting@usdoj.gov, for OVW Applicants, to OVW at OVW_GFMD@usdoj.gov, or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4 DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace,
 - (2) The Applicant's policy of maintaining a drug-free workplace,
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace,
- (c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a),
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows.

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530,

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531

Notice shall include the identification number(s) of each affected award,

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f)

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812) I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

As the duly authorized Chief Executive of the applicant, I hereby certify that the applicant will comply with the above certifications.

Franklin Police Department, 9455 West Loomis Road, Franklin, Wisconsin, 53132-9690

Grantee Name and Address

Coronavirus Emergency Supplemental Funds

Project Name

Steve Olson, Mayor

Name and Title of Chief Executive

Signature of Chief Executive (Co Board Chair, Co Executive, Mayor)

Date

**CERTIFIED ASSURANCES AND SPECIAL CONDITIONS
CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING GRANT**

FEDERAL CERTIFIED STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133, Ex. Order 12372 (intergovernmental review of federal programs), and 28 C.F.R. pts 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d), the Victims of Crime Act (42 U.S.C. § 10604(e)), The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34), the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
 - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq), which govern the treatment of persons displaced as a result of federal and federally-assisted programs, and
 - b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance

FEDERAL AWARD SPECIAL CONDITIONS

1 Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification

3 Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4 Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition. System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Employment eligibility verification for hiring under the award

1 The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2)

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2 Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4 Rules of construction

A Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds

B Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper

E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds

C "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands

D Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E Nothing in this condition, including in paragraph 4.B, shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2)

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email EVerify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

13. Unreasonable restrictions on competition under the award, association with federal government

SCOPE This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

- 16 Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide")

- 17 Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws

- 18 OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>

- 19 Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards

- 20 Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "highrisk" for purposes of the DOJ high-risk grantee list.

- 21 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program

- 22 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

- 23 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations

The text of 28 C F R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

24 Restrictions on "Lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913 (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

- 25 Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26 Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530, and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax)

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

27 Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information

1 In accepting this award, the recipient—

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

a it represents that—

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above, and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal, notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30 Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include

the following. 1. The federal awarding agency that currently designates the recipient high risk, 2 The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency

31 Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424 In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESFprogram-specific-condition>, that is incorporated by reference here.
33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34 Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35 Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425

36. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp_grantcondition The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information

37 Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.

38 Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size, d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at [https:// bja.gov/ Funding/ nepa.html](https://bj.gov/Funding/nepa.html), for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

39. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

40 Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).

41 Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

42. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any nongovernmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

43. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: [https // nij gov/ topics/ technology/ body-armor/ pages/ safety-initiative.aspx](https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx).

44. Missing Attachment. Disclosure of lobbying

The recipient must complete a Disclosure of Lobbying Activities (SF-LLL) form, and submit it to the grant manager for this award. Award closeout will not be possible until OJP has issued a Grant Adjustment Notice to remove this special condition.

45 "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

46 Recipient integrity and performance matters. Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS")

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at [https //ojp.gov/funding/FAPIIS.htm](https://ojp.gov/funding/FAPIIS.htm) (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

CERTIFICATION

Lead Agency's Chief Executive. I certify that applicant will comply with the above certified assurances and award special conditions

Signature of Chief Executive (Co Board Chair, Co. Executive,
Mayor)

Steve Olson, Mayor

Typed Name/Title

Date

Telephone Number

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>H</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">2/20/2023</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorization to Purchase Two LTO-9 Tape Drives and Cleaning Cartridges at a Total Cost of \$13,018.22 as Budgeted for in the 2023 Information Services Computer Equipment Capital Outlay Budget - Account 41-0144-5841</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.3.</p>

BACKGROUND

In 2018, the City of Franklin purchased two LTO tape arrays to perform all long-term data archives. This project was to create an "air-gapped" archive of City data that could not be modified or encrypted by either a malicious hacker or ransomware. Each tape library holds a total of 24 tapes and contains one LTO-7 (SATA) tape drive. The libraries are used to generate offline tape archives for daily, weekly, and monthly backups. The current system meets all CJIS and Open Records Request data archiving requirements, therefore, it is strongly recommended that this archiving method be continued for at least one backup method.

Over the course of the past two years, tape data archiving has increased dramatically due to the increased need of storing larger and larger quantities of video and audio archives. Systems that previously were not backed up to tape (e.g., Police Department Arbitrator and WatchGuard video archives) are now being backed up weekly and can restore the entire system. The Police Department video archives alone currently require 7TB of tape backups. Although the current HPE tape libraries can handle the data storage requirements, the backups require multiple tapes in each tape pool and require an extensive amount of time to back up to LTO 7 tapes. It is therefore requested that the LTO 7 tape drives be upgraded to newer LTO 9 tape drives. The LTO-9 standard has both double the data storage capacity and can run at twice the speed.

All installation and configuration will be performed by the City of Franklin IT team.

FISCAL IMPACT

For the 2023 Information Services Computer Equipment Capital Outlay Budget, Account 41-0144-5841, \$19,492 was allocated for the purchase of two new LTO-9 tape drives. Prices of the tape drives and warranties have come down slightly in price:

CDWG Quote NFRL827:

- LTO-9 Tape Drive and Cleaning Cartridge for City Hall = \$6,509.11
- LTO-9 Tape Drive and Cleaning Cartridge for Police Department = \$6,509.11

Total Cost of Materials = \$13,018.22.

COUNCIL ACTION REQUESTED

Motion to authorize the purchase of two LTO-9 tape drives and cleaning cartridges from CDW-G at a total cost of \$13,018.22 as budgeted for in the 2023 Information Services Computer Equipment Capital Outlay Budget - Account 41-0144-5841.



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

JAMES MATELSKI,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NFRL827	2/7/2023	HPE MSL LTO-9 DRIVES	0929696	\$13,018.22

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Mfg. Part# R6Q75A Contract Wisconsin Counties Association	2	6989836	\$6,469 70	\$12,939 40
Mfg Part# HU4B2A3#699 Contract Wisconsin Counties Association	2	6884605	\$0 00	\$0 00
Mfg Part# C7978A Contract Wisconsin Counties Association	2	2530111	\$39 41	\$78 82
Mfg Part# HU4B2A3 Electronic distribution - NO MEDIA Contract Wisconsin Counties Association	1	6546094	\$0 00	\$0 00

SUBTOTAL	\$13,018 22
SHIPPING	\$0 00
SALES TAX	\$0 00
GRAND TOTAL	\$13,018.22

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
LISA HUENING
9229 W LOOMIS RD
FRANKLIN, WI 53132-9728
Phone: (414) 425-7500
Shipping Method: DROP SHIP-GROUND

Please remit payments to:

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;">H</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">February 20, 2023</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">An Ordinance to Amend Ordinance No. 2005-1838, An Ordinance Establishing Benefits, Special Pay Practices, and Conditions of Employment for Full Time Non-Represented Fire Department Commanders of the City of Franklin, to Remove the Residency Requirement for the Fire Chief</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.4.</p>

Attached is a copy of a draft of the above-entitled ordinance. Also attached is a copy of Ordinance No. 2005-1838. City staff will be present at the meeting for information purposes.

COUNCIL ACTION REQUESTED

A motion to adopt An Ordinance to Amend Ordinance No. 2005-1838, An Ordinance Establishing Benefits, Special Pay Practices, and Conditions of Employment for Full Time Non-Represented Fire Department Commanders of the City of Franklin, to Remove the Residency Requirement for the Fire Chief.

Legal Services Dept.: csp; jw

ORDINANCE NO. 2023-_____

AN ORDINANCE TO AMEND ORDINANCE NO. 2005-1838, AN ORDINANCE ESTABLISHING BENEFITS, SPECIAL PAY PRACTICES, AND CONDITIONS OF EMPLOYMENT FOR FULL TIME NON-REPRESENTED FIRE DEPARTMENT COMMANDERS OF THE CITY OF FRANKLIN, TO REMOVE THE RESIDENCY REQUIREMENT FOR THE FIRE CHIEF

WHEREAS, Ordinance No. 2005-1838 provides in part: “RESIDENCY The Fire Chief is required to establish residency within the City of Franklin as determined by the Common Council. Other Fire Department commanders are not required to establish residency within the City of Franklin.”; and

WHEREAS, the Mayor and City Fire Department having reviewed the residency restrictions in place for the City Fire Department and having considered future succession, recruitment and planning therefore, have recommended removing said residency requirement for the Fire Chief; and

WHEREAS, the Common Council having reviewed such proposed Ordinance amendment and having determined same to be reasonable and necessary to promote and protect the health, safety and welfare of the community.

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin, Wisconsin, do ordain as follows:

SECTION 1: Ordinance No. 2005-1838 An Ordinance Establishing Benefits, Special Pay Practices, and Conditions of Employment for Full Time Non-Represented Fire Department Commanders of the City of Franklin, as to its Residency provision, be and the same is hereby amended as to read as follows:

“RESIDENCY

The Fire Chief and other Fire Department commanders are not required to establish residency within the City of Franklin.”

SECTION 2: All of the other terms and provisions of Ordinance No. 2005-1838 shall remain in full force and effect.

SECTION 3: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of

competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 4: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 5: This ordinance shall take effect and be in force from and after its passage and publication.

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 Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2005- 1838

AN ORDINANCE ESTABLISHING BENEFITS, SPECIAL PAY PRACTICES, AND
CONDITIONS OF EMPLOYMENT FOR FULL TIME NON-REPRESENTED FIRE
DEPARTMENT COMMANDERS OF THE CITY OF FRANKLIN

WHEREAS, the Human Resources Manager and Personnel Committee had recommended to the Common Council of the City of Franklin that the proposed Ordinance be accepted.

NOW, by the Mayor and Common Council of the City of Franklin does ordain as follows:

CITY OF FRANKLIN

**Benefits, Special Pay Practices, and Conditions of Employment for
Fire Department Commanders**

DEFINITIONS

Fire Department commanders are comprised of: The Fire Chief; Assistant Fire Chief; Deputy Chief (Emergency Medical Services); and Battalion Chiefs.

For purposes of determining time-based benefits, Battalion Chiefs work a 56-hour week; all other Fire Department commanders work a 40-hour week. Whenever a Fire Department employee moves from a 56-hour week position to a 40-hour week position or vice versa, the employee will retain the sick leave or vacation time earned that has been earned. Furthermore, vacation and sick leave earned will be converted to reflect a 56-hour week or 40-hour week, as appropriate.

The Fire Chief reserves the right to alter work schedules and assignments to meet the needs of the Department and City.

HEALTH PLAN

The City provides a preferred provider option (PPO) for its health plan. Coverage begins the first day of the month following date of hire.

Benefits provided by the City's plan are stated in the plan's *Summary Plan Description*, effective January 1, 2003, as amended.

The City pays 90% of eligible medical expenses obtained within the PPO network and 70% of eligible medical expenses obtained outside the PPO network, subject to the limitations and exclusions of the health plan.

As of January 1, 2005, an eligible employee will contribute \$26.00 for single coverage or \$66.00 per month for family coverage.

Prescription drug copayments are \$5 for generic and \$15 for brand name prescription drugs. There is a mandatory generic substitution.

DENTAL INSURANCE

Dental insurance shall be made available to Fire Department commanders, as reflected in the *Summary Plan Description* effective January 1, 2003, as amended and the City shall pay 100% of the single or family premium.

RETIREE HEALTH PLAN

An employee who retires from employment with the City under a regular pension at statutory normal retirement age (age 53 as of January 11, 2005) and who has attained twenty five (25) or more years of full time service (twenty (20) years effective January 1, 2006) with the City or retires under a disability pension shall be eligible for enrollment in the City's conventional hospital and surgical insurance program.

The City shall pay seventy-five percent (75%) of the premium amount in effect on the date the employee retires, whatever that figure may be, and will continue to pay that amount toward the employee's health insurance coverage until such employee reaches age 65, or the retired employee qualifies for Medicare, whichever occurs earlier.

Participation in the City's health plan ceases at the earliest of the following:

1. The retiree's attains the age sixty-five (65), or
2. The retiree is eligible for Medicare, or
3. The retiree dies.

Coverage shall not be extended to the retiree while he or she is eligible for coverage under another health plan.

LIFE INSURANCE

The City shall pay the full premium for life insurance currently in effect for each Fire Department Commander. The benefit is equal to two times the employee's annual salary, rounded to the next \$1,000.00. Coverage begins the first of the month following 30 days of continuous service. No cost to employee. Up to \$50,000 in coverage is provided under the regular employee plan; coverage over \$50,000 is covered under the "Carve-Out Plan." Benefits are subject to the limitations and exclusions of the plan.

SICK DAYS

All Fire Department commanders will accrue paid sick leave at the rate of 1 working day for each full month of service, with no maximum accumulation. If no sick days are used in a year, the Commander will receive 3 additional sick days.

VACATION DAYS

Battalion Chiefs working a 56-hour week will accumulate vacation according to the following schedule:

After 6 months	6 work days per year (2 weeks)
After 5 years of service	9 work days (3 weeks)
After 12 years of service	12 work days (4 weeks)
After 17 years of service	15 work days (5 weeks), provided that three (3) days will be deducted from the sick leave account of the employee.

Fire Department commanders working a 56-hour week may not accumulate their vacation entitlement and may not carry over vacation to successive years.

Fire Department commanders appointed after January 1, 2005 will receive the fifth week of paid vacation after eighteen (18) years of service provided that 3 days are deducted from the employee's sick leave account.

Fire Department Commanders working a 40-hour week will accumulate vacation according to the following schedule:

After 6 months	10 days per year (2 weeks)
After 5 years	15 days per year (3 weeks)
After 12 years	20 days per year (4 weeks)
After 17 years	25 days per year (5 weeks), provided that five (5) days will be deducted from the sick leave account of the employee.

Fire Department commanders appointed after January 1, 2005 will receive the fifth week of paid vacation after eighteen (18) years of service that 5 days of the fifth week is deducted from the sick leave account of the employee.

Fire Department commanders working a 40-hour week may accumulate up to 1-1/2 times their entitlement at any given time. Vacation may be carried over into a succeeding calendar year.

PERSONAL DAYS

Thirty days after date of hire, Fire Department commanders receive 4 paid personal days to use during the calendar year. After 5 years of continuous service with the City, employees receive 5 paid personal days. Personal days cannot be accumulated from year to year.

HOLIDAYS

Fire Department Commanders shall receive the following holidays with pay

1. New Years Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Friday after Thanksgiving Day
7. Last scheduled workday preceding Christmas Day
8. Christmas Day
9. Last scheduled workday preceding New Years Day

Fire Department commanders working a 56-hour week are allowed to carry over no more than two (2) holidays into the next succeeding calendar year.

OVERTIME PAYMENT, COMPENSATORY TIME, and SPECIAL PAY PRACTICES

Battalion Chiefs working a 56-hour work week are eligible to receive overtime payment or compensatory time according to the Fair Labor Standards Act, Fire Department work rules, and the City's Employee Handbook.

Battalion Chiefs working a 56-hour work week who are promoted into a 40-hour per week command position will retain their compensatory time balance. All compensatory time

accumulated at the time of promotion must be used within two years from the date of promotion. In the event all compensatory time is not used within two years of promotion, compensatory time will be paid in cash.

Fire Department commanders working a 40-hour week are entitled to receive overtime pay only in special circumstances approved by the Fire Chief.

Call-Back Pay

Battalion Chiefs who work a 56-hour week who are called in to work outside their scheduled duty hours shall be guaranteed a minimum of two (2) hours work and pay at time and one-half (1-1/2) their normal hourly rate.

Fire Department commanders working a 40-hour week are not eligible to receive call-back pay unless approved by the Fire Chief.

Special Duty Pay

Fire Department commanders who are active on the Haz-Mat Team and/or Confined Space Team shall receive a premium payment of \$40.00 per month for each team assigned as a member.

Paramedic First Responder Pay

Fire Department commanders who maintain their status as a full-practice paramedic and fill the role of a paramedic first responder will be compensated at a monthly rate of \$75.00 (\$80.00 effective January 1, 2006).

SEVERANCE PAY

Upon retirement, Fire Department Commanders shall be entitled to a minimum of thirty (30) days of severance pay. Severance pay shall be accumulated at the rate of two (2) days for each year of service, with the limitation that no additional severance pay over and above the minimum severance pay of thirty (30) days shall be paid unless the employee has accumulated sick leave corresponding to the severance pay the employee would be eligible, to a maximum of sixty (60) days. Severance pay shall be based upon the rate of pay the employee is earning at the time of retirement

FUNERAL LEAVE

A leave of absence of three days with full pay shall be allowed in the event of the death of the employee's spouse, child, father, mother, sister, brother, father-in-law, or mother-in-law. One day with full pay shall be allowed in the event of the death of the employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, aunt, or uncle. An unpaid leave of absence of one day shall be allowed in the event an employee is absent from civilian employment to participate in honor guards for funerals of military veterans.

DONATION OF VACATION TIME

Fire Department Commanders may donate vacation time to another employee in the event of illness or injury if the ill or injured does not have sick or vacation time left in his/her account. An employee may donate a maximum of 25% of such donor employee's current accumulated vacation time during the subsequent two (2) year period. There shall be an aggregate limit to such transfer of vacation time by all other employees to any one employee of twenty-five (25)

days in a two (2) year period. All such requests for transfer of vacation time under this section shall be in writing and approved by the Director of Administration. This donation of time is also subject to discretion of the employee's department head and based on workload and staffing of the Department.

TUITION REIMBURSEMENT PROGRAM

Fire Department commanders who have completed two (2) years of full-time service with the City shall be eligible for the following education reimbursement. Each commander may be reimbursed for tuition for college classes, up to a maximum of \$ 500.00 per year. To be eligible for this reimbursement, the following conditions must be met:

1. Coursework must be preapproved by the Fire Chief
2. The commander must obtain a grade of at least C for an undergraduate course and B for a graduate-level course
3. The City shall not be responsible for the cost of any books, supplies, or other items and services. The City shall be responsible for tuition only to the extent set forth above.

WORKER'S COMPENSATION

Fire Department commanders who are off of work and who are eligible for and receiving Worker's Compensation shall receive pay from the City less the amount of Worker's Compensation paid to the employee.

In no event will such supplemental pay and Worker's Compensation benefit, in aggregate exceed the employee's normal net "take home" pay.

MILITARY LEAVE

Each employee who is required to take a period of training with an organized unit of the Reserve Corps of the United States Army, Navy, Air Force, Marine Corps, Coast Guard, or the National Guard, and who is ordered to active duty shall be granted a leave of absence for a period not in excess of two (2) weeks annually upon submission of authentic orders.

Any employee of who has completed one (1) year of continuous service with the City shall be compensated for a period equivalent to the approved military leave, but not to exceed two (2) weeks per year.

UNIFORM ALLOWANCE

Each Fire Department commander shall receive a uniform allowance in the amount of \$425.00 per year.

VOLUNTARY BENEFITS

Section 125 Flexible Benefits

Employees may enroll in the City's Section 125 flexible benefits program on the first day of the month following date of hire. The maximum for unreimbursed medical expenses is \$2,000 per calendar year. The maximum for child/dependent care is \$5,000 per calendar year.

The City makes deductions from employees' pay, on a pretax basis, to pay for required employee contributions for health and dental plan participation.

Long-Term Disability

Employees may enroll in long-term disability insurance. Benefits are 60% of monthly income following a 180-day waiting period and continue for two years for one's own occupation and to age 65 or longer for any occupation, subject to the limitations and exclusions of the plan. Employees pay 100% of the premium. Payroll deduction must be used for these premiums.

Auto and Homeowners Insurance

Employees may obtain auto and/or home owners insurance through a company of the City's choice. Employees pay 100% of the premium. Payroll deduction may be used for these premiums.

Deferred Compensation Section 457 Plan

Employees may participate in this Section 457 Plan, which is intended as a retirement savings and investment plan. Employees make pre-tax contributions in investments of their choice administered by companies chosen by the City.

Short-Term Disability and Other Insurance

Employees may purchase short-term disability, personal accident, personal hospital intensive care, personal cancer protector plan, and additional life insurance through a company of the City's choice. Employees pay 100% of the premium. Payroll deduction may be used for these premiums.

SPECIAL PAYROLL SERVICESDirect Deposit

Fire Department Commanders are required to have their pay deposited directly to any financial institution.

Deductions to Credit Unions or Accounts

Employees may have any part of their pay deducted for deposit to any financial institution. Pay may be deposited to a checking, savings, or any other type of account.

USE OF CITY OWNED VEHICLES / MILEAGE REIMBURSEMENT

The City shall pay the standard IRS mileage rate for use of personal vehicles for city business or training when there is no city-owned vehicle available for the employee to use for such assignment. Personal vehicles shall not be used as emergency vehicles. A mileage allowance for use of a personal vehicle will not be provided to any city personnel when a city-owned vehicle is at the disposal of such personnel.

RESIDENCY

The Fire Chief is required to establish residency within the City of Franklin as determined by the Common Council. Other Fire Department commanders are not required to establish residency within the City of Franklin.

WISCONSIN RETIREMENT FUND

The City shall pay the employee's share and its share of the premiums for said pension plan on the basis of the employee's gross earnings for the entire year.

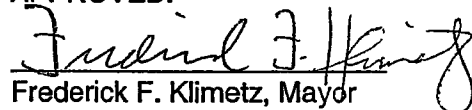
The terms and conditions of this Ordinance are severable. Should any term or provision of this Ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

All ordinances and parts of ordinances, resolutions, and policies including but specifically not limited to Ordinance Nos. 78-575, 78-584, and 99-1540 by previous action of the Common Council in contravention to this Ordinance are hereby repealed.


Introduced at a regular meeting of the Common Council of the City of Franklin this 4th day of April, 2005 by Alderman Kosovich.

Passed and adopted by the Common Council of the City of Franklin this 4th day of April, 2005.

APPROVED:


Frederick F. Klimetz, Mayor

ATTEST:


Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;">✍</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">2/20/23</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Council Approval to accept a \$750.00 donation from Carma Laboratories Inc. and to spend the donation funding on Franklin Fire Department's public education initiatives.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.5.</p>

Background:

In August of 2021, the Franklin Fire Department started an initiative to reach out to anyone who lives, works, or goes to school here in the City of Franklin to be able to receive free training and/or certification in Cardiac Pulmonary Resuscitation (CPR), Automated External Defibrillator (AED), Stop the Bleed (STB), extinguisher, or other various classes that are offered by the American Heart Association (AHA) in which the Franklin Fire Department's instructors teach.

Although these classes are free, donations like this offer the department the ability to replace equipment that is disposable (CPR barrier devices, filters, CPR lungs, STB training materials, etc.) or equipment (AED pads, feedback devices, etc.) that get worn out due to the constant use over several classes being taught each year.

The first-year initiative from August 2021 to August 2022:

- 649 community stakeholders were trained in CPR/ AED
- 293 were trained to "Stop the Bleed", and
- 161 members of our community were trained in proper fire extinguisher use.

So far within our second-year initiative with six months left to go:

- 627 community stakeholders were trained in CPR/ AED
- 268 were trained to "Stop the Bleed", and
- 208 members of our community were trained in proper fire extinguisher use.

Council approval would allow for these materials and equipment to be replaced, maintained, and ready for use for these classes to continue throughout the City of Franklin.

(Funds would go into EMS Donation Revenue line 28-0000-4730-7888, with expenditures posted to EMS Education Supplies line 28-0221-5328-7088).

COUNCIL ACTION REQUESTED

Request Council approval to accept a \$750.00 donation from Carma Laboratories Inc. and to spend the donated funds on Franklin Fire Department's public education initiatives.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
REPORTS AND RECOMMENDATIONS	An Ordinance to Amend Ordinance 2021-2486, an Ordinance Adopting the 2022 Annual Budget for the General Fund to Transfer \$43,500 of Unrestricted Contingency to the Fire Department Equipment Maintenance Fund	ITEM NUMBER G.6.

Background:

At the December 06, 2022 meeting Council Authorized and Approved the replacement of the motor (long-block) for the current Engine 112, through an emergency appropriation from the 2022 General Fund-Unrestricted Contingency of up to \$50,000. (See attached 2022 CAS and minutes).

A budget amendment was not completed for this transfer prior to vacancies occurring in key Administration and Finance positions.

Fiscal Impact:

The Fire Department is seeking a budget amendment transferring \$43,500 from the 2022 General Fund Budget account number 01-0199-5499 (Unrestricted Contingency) to the Fire Department Equipment Maintenance account, number 01-0221-5242.

As the time of the original approval in December, there was \$112,827.32. That fund balance (if still accurate) would be reduced by \$43,500.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2023-____, An Ordinance to Amend Ordinance 2021-2486 an Ordinance Adopting the 2022 Annual Budget for the General Fund to Transfer \$43,500 of Unrestricted Contingency to the Fire Department Equipment Maintenance Account.

Roll Call Vote Required.

Fire/ AJR

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
REPORTS AND RECOMMENDATIONS	The fire department is seeking Council permission and an emergency contingency appropriation to replace the motor in its Engine 112, at an expected cost of \$43,456.59.	ITEM NUMBER

In August of 2022, the department began to experience a coolant leak in Engine 112 while operating. The leak became more significant over time, and upon investigation by Department of Public Works mechanics, it was determined that there was a crack in the engine block crank case. The DPW attempted a repair as recommended by the Caterpillar warranty and repair shop (Fabick CAT). The repair was unsuccessful, and the Engine was eventually taken directly to the Caterpillar shop for further investigation. It was determined that the crack in the block was unrepairable, and the apparatus in its current state was inoperable. Replacement of the long-block was identified as likely the only option.

Engine 112 is a 2002 KME Predator, and was in front line service at the time of the mechanical failure. The Department does not currently have a back-up, and is operating out of an apparatus borrowed from West Allis Fire Department, and with Truck 111 operating front-line as an Engine (both of which are not ideal situations).

Although Engine 112 was scheduled for replacement in 2022, and its replacement has been ordered, FFD will not take delivery until mid-2023, and the current E112 was expected to be in service as a reserve/back-up and driver-operator training apparatus until at least 2027, and possibly significantly longer (please see related article from *Fire Apparatus Magazine* in supporting documentation).

FFD solicited estimates from Fire Service Inc., and Fabick CAT for replacement of the "long-block" (consisting of engine block/crank case, crank, pistons, connecting rods and cylinder head. FFD recommends going with Fabick CAT as the factory authorized service and repair facility, and due to the considerably more frugal estimate.

The fire department is requesting authorization to proceed with the repair, and an emergency appropriation through a budget amendment, transferring up to \$50,000 from the 2022 General Fund - Unrestricted Contingency, Account Number 01-0199-5499, which currently has \$112,827.32 in available funding, to Account Number 01-0221-5242, Equipment Maintenance.

COUNCIL ACTION REQUESTED

Request Common Council approval/authorization to move forward with the replacement of the motor in Engine 112, and direct staff to complete a budget amendment, using contingency funds to pay for the repair, in an amount not to exceed \$50,000.

APPROVED DECEMBER 20, 2022

CITY OF FRANKLIN COMMON COUNCIL MEETING DECEMBER 06, 2022 MINUTES

- ROLL CALL A. The regular meeting of the Franklin Common Council was held on December 6, 2022, 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 Kristen Wilhelm, Alderwoman Hanneman, Alderman Barber, and Alderman John R. Nelson. Alderwoman Michelle Eichmann was not present. 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. Citizen comment period was opened at 6:31 p.m. and was closed at 6:34 p.m.
- MINUTES
NOVEMBER 15, 2022 C. Alderwoman Wilhelm moved to approve the minutes of the regular Common Council meeting of November 15, 2022, with corrections to G.1. as noted and item G.6 add the word prior to last sentence to read "...concept review of the project prior to full design." Seconded by Alderman Nelson. All voted Aye; motion carried.
- EMERGENCY
CONTINGENCY TO
REPLACE FIRE
DEPARTMENT
MOTOR G.1. Alderman Barber moved to approve a request from the Fire Department for an emergency contingency appropriation to replace the motor in its Engine 12 at an expected cost of \$43,456.59. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.
- QUALITATIVE DATA
GRANT FOR HEALTH
DEPARTMENT G.2. Alderman Barber moved to authorize the City Health Officer to accept the Qualitative Data for Capacity Building and Alignment grant for 2022-2023 and to authorize the City Health Officer to execute and deliver the Grant Agreement Modification between the State of Wisconsin Department of Health Services and Franklin Health Department for 2021 DPH Consolidated Contract, and to authorize the City Health Officer to execute and deliver the Grant Agreement Modification between the State of Wisconsin Department of Health Services and Franklin Health Department for 2021 DPH Consolidated Contract. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- 2022-2023 DIVISION
OF PUBLIC HEALTH
CONSOLIDATED
CONTRACT GRANTS G.3. Alderman Barber moved to authorize the City Health Officer to accept the 2022-2023 Division of Public Health Consolidated Contract Grants for the Franklin Health Department and to authorize the City Health Officer to execute and deliver the Grant Agreement Modification between the State of Wisconsin Department of Health Services and

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2023-

AN ORDINANCE TO AMEND ORDINANCE 2021-2486, AN ORDINANCE ADOPTING THE 2022 ANNUAL BUDGET FOR THE GENERAL FUND TO TRANSFER \$43,500 OF UNRESTRICTED CONTINGENCY FUNDS TO FIRE DEPARTMENT EQUIPMENT MAINTENANCE FUND

WHEREAS, the Common Council of the City of Franklin adopted the 2022 Annual Budgets for the City of Franklin on November 16, 2021;

WHEREAS, the Fire Department is requesting to amend the Equipment Maintenance Fund budget to increase by \$43,500.00; and

WHEREAS, the Fire Department is requesting to amend the General Fund budget to decrease by \$43,500.00, which was approved by the Common Council on December 6, 2022.

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

Section 1 That the 2022 Budget for the General Fund and Fire Department Equipment Maintenance Fund be amended as follows:

Appropriation / Expenditure

Unrestricted Contingency (01-0199-5499)	Decrease	\$43,500.00
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Appropriation / Expenditure

Equipment Maintenance Fund (01-0221-5242)	Increase	\$43,500.00
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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 website.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 20th day of February, 2023.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES NOES ABSENT

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;">JK</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">2/20/23</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Council approval to apply for a Federal Emergency Management Administration (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) Grant for Fiscal Year 2022, in order to fund six firefighter-paramedic FTEs for a period of 36 months.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G7.</p>

Background:

Current Fire Department staffing does not meet minimum industry standards for staffing and response times- particularly in the rapidly developing southern portion of the City. The department understands that far greater engagement and discussion needs to occur before any particular strategy for adding staffing moves forward (should Council chose to do so); however, applying for SAFER funding is one effective strategy that communities have used to address these issues in a fiscally responsible manner (in the last few years, Brookfield, Menomonee Falls, New Berlin, and Racine have all successfully used SAFER funding to significantly improve staffing and deployment).

If awarded, a SAFER grant would fully fund the requested number of Full-Time Equivalencies (FTEs) for a period of 36 months. This gives the municipality the opportunity to increase fund balance gradually over a three-year period (keeping the increase under net new-growth as required by the State legislator) while allowing for an immediate improvement in staffing and service level.

Regardless of what strategy (if any) is employed to increase staffing to levels defined in NFPA 1710, FEMA requires that applicant agencies obtain approval from elected officials prior to beginning the application process, and the window for completing the application is extremely narrow (opened February 13th, and closing March 17th, 2023).

With both Director of Finance and Director of Administration positions currently vacant, it is difficult to engage in meaningful fiscal planning, and at this point in time, the department is merely seeking permission to initiate the application process. Should the Council choose not to move forward using the SAFER funding as a tool, the Department would withdraw the application at a later date prior to the awarding of the grants (at which point the Department would incur penalties).

Council approval to apply for SAFER funding at this point keeps that tool available as an option as future discussion and strategic planning moves forward. The addition of six personnel would be adequate to ensure that the city's three fire stations are staffed at current industry standards of four personnel per day on a permanent (24/7/365) basis.

COUNCIL ACTION REQUESTED

Request Council Approval to begin the application process for a FEMA SAFER grant to fund six firefighter-paramedic positions for a period of three years, with the total award expected to be between \$2.5M and \$2.7M.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>JK</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;"><i>2/20/23</i></p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Council Approval to for an appropriation of an additional \$5628.17 from existing escrowed State grant funding to cover unanticipated cost over-run on repair of Ambulance 114.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G 8.</i></p>
<p>Background:</p> <p>In November, Council approved an appropriation of existing Wisconsin Department of Health Services (DHS) Emergency Medical Services (EMS) Funding Assistance Program (FAP) of \$15,500 in order to facilitate replacement of the engine block in the current back-up ambulance (a 2012 Ford F450/Lifeline Type I).</p> <p>(See original Council Action Sheet attached).</p> <p>The majority of the funding appropriation (\$12,195.12) was from supplemental FAP funding made available to EMS providers as part of the American Recovery Plan Act (ARPA). The remainder was to be appropriated from the department's existing annual FAP funding (budget line 20-0221-5329-7085).</p> <p>The repair is now complete; however, several parts that were not included in the original estimate were not able to be recycled onto the new engine block (including fuel injectors, injector pump, along with various hoses and connectors). There was also additional hourly labor needed in order to complete the electrical wiring for an ambulance, as opposed to a standard van or pick-up truck.</p> <p>Request:</p> <p>The department is seeking appropriation of an additional \$5,628.17 from the existing escrowed FAP balance in line 20-0221-5329-7085 to cover the unanticipated part and labor costs.</p>		
<p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p style="text-align: center;">Request Council Approval to appropriate an additional \$5,628.17 from existing escrowed funding in account line 20-0221-5329-7085, to cover unanticipated additional costs for Ambulance 114 engine block replacement.</p>		

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
REPORTS AND RECOMMENDATIONS	The fire department is seeking permission to replace the motor in its fourth (back-up) ambulance using existing grant funding, at an expected cost of \$13,018.55.	ITEM NUMBER

Background:

The department was recently operating out of the back-up ambulance due to a mechanical issue with one of the three current front-line ambulances, when the back-up experienced a catastrophic engine failure on the way to an emergency call. The ambulance was towed to Hiller Ford, which diagnosed as non-repairable internal failure of engine components, and recommended replacing the long-block (consisting engine block, crank, connecting rods, pistons and cylinder heads) at a cost of approximately \$17,000. The Department sought additional options, and eventually received a quote from Huckstorf Diesel in the Franklin Business Park of \$13,018.55 for the same long-block replacement (attached).

The department has existing funding in its annual Department of Health Services (DHS) Funding Assistance Program (FAP), which also received supplemental funding from the American Recovery Plan (ARPA) this year. Unanticipated repairs to ambulances and other EMS vehicles is a specific pre-approved category for use of this funding.

Availability of reliable back-up and reserve apparatus are a critically important aspect of maintaining response readiness in both fire and EMS service, and also in the department's efforts to provide standby staffing to special events in the community. The ambulance in question is a 2012 F-450 MedTec, and despite its age (and the fact that it has a blown motor) has relatively low miles, and is in reasonably good shape, and could conceivably serve in a back-up/reserve capacity for several more years.

The department is also requesting a budget appropriation of existing supplemental DHS FAP grant funds (budget lines 20-0000-5811-7094 and 20-0221-5329-7085) in the amount of \$15,500 as a contingency in case any of the parts transferred from the damaged block are not useable. It is also likely that the damaged motor would be eligible for a core charge, which would result in a rebate of approximately \$3,000.

COUNCIL ACTION REQUESTED

Request Common Council approval to move forward with the replacement of the motor in its fourth (back-up) ambulance with an appropriation of existing grant funds in the amount of \$15,500.

E S T I M A T E

11/4/2022

0003749

BILL TO: 0014781
 FRANKLIN FIRE DEPT.
 8901 W Drexel Ave
 FRANKLIN, WI 53132-0000

SHIP TO:
 FRANKLIN FIRE DEPT.
 8901 W Drexel Ave
 FRANKLIN, WI 53132-0000

PHONE: 414-425-1420 CUST PO#:

VIN #: 1FDUF4GT9CEC46491 MAKE: FORD ENGINE: 6.7L [T] T
 YEAR: 2012 MODEL: F-450 SUPER DUTY MILEAGE: 46,491

Replace engine with Jasper complete.

Removed engine from vehicle. Pulled and tested the injectors. All eight failed testing. Due to injectors failing, we replaced all eight injectors and the injection pump. A new crankcase breather assembly was installed. Replaced all the lower radiator hoses. The wire connectors at the headlights had broken fastening clips. Replaced the connectors. Added time was needed due to the extensive wiring added for the ambulance use.

PART NUMBER	PART DESCRIPTION	QUANTITY	LIST PRICE	UNIT PRICE	TOTAL AMOUNT
/DRIVE-IN81	R&R Engine	26.00	0.00	132.00	3,432.00
/DRIVE-IN81	Oil Change	0.50	0.00	132.00	66.00
/DRIVE-IN81	Change Fuel Filters	1.50	0.00	132.00	198.00
/INJ SHOP	Test Injectors	4.00	0.00	120.00	480.00
JAS1091012	Jasper Ford 6.7 Long Block	1.00	8,547.00	8,547.00	8,547.00
JASPSPP	Premium Service Plan	1.00	394.00	394.00	394.00
MISVAL15W40	PREMIUM BLUE 15W40 BULK/QUARTS	13.00	6.76	5.61	72.93
FORFL2051S	6.7 FORD OIL FILTER	1.00	33.50	22.71	22.71
FORFD4615	FUEL FILTER KIT 2011-2016 6.7L	1.00	113.73	105.91	105.91
FORVC13DLG	YELLOW PREDILUTED COOLANT	11.00	18.18	18.18	199.98
MISATF	Dextron or Mercon Transmission	2.00	6.50	6.19	12.38
FORBC3Z9U469A	TUBE - 6.7L TURBO	1.00	22.33	22.33	22.33
FORBC3Z6A968C	CONNECTOR 6.7 TURBO OIL LINES	1.00	3.55	3.55	3.55
FORDC3Z9430A	6.7L Ford Pass. Exh Manifold	1.00	121.13	114.91	114.91
FORW716425S900	Stud	3.00	7.63	7.24	21.72
FORW714852S900	BOLT	4.00	10.50	9.96	39.84
FORBC3Z6B851B	Hose Assembly	1.00	39.28	37.27	37.27
FORBC3Z6B850A	Hose Assembly	1.00	44.45	42.16	42.16
FORGC3Z9278B	Oil PSI Switch Assembly	1.00	32.62	30.94	30.94
FORDC3Z6A785C	CRANK CASE BREATHER ASSY 6.7	1.00	165.57	157.05	157.05

E S T I M A T E

11/4/2022

0003749

BILL TO: 0014781
 FRANKLIN FIRE DEPT.
 8901 W Drexel Ave
 FRANKLIN, WI 53132-0000

SHIP TO:
 FRANKLIN FIRE DEPT.
 8901 W Drexel Ave
 FRANKLIN, WI 53132-0000

PHONE: 414-425-1420

CUST PO#:

ORBC3Z8286B	Hose Assembly	1.00	261.36	247.92	247.92
ORBC3Z8286E	Radiator Hose Ford 6.7L	1.00	232.52	220.56	220.56
ORBC3Z8C633B	Hose Ford 6.7L	1.00	192.86	182.95	182.95
ORW701706S430	Nut - 6.7L Exhaust Manifold	16.00	2.62	2.49	39.84
ORBC3Z6379C	Flywheel & Crank Bolt Ford 6.7	10.00	3.62	3.00	30.00
PARTS	Balancer Bolts	4.00	0.00	9.01	36.04
SHIPPING	Balancer Bolt Shipping	1.00	0.00	10.05	10.05
ORW715234S437	NUT - 6.7L TORQUE CONVERTER	6.00	2.62	2.49	14.94
ORBC3Z6C070B	Sensor Wire Cover	1.00	10.57	10.03	10.03
SOS0986435415	11-14 Ford 6.7 Injector	8.00	405.98	289.98	2,319.84
ORBC3Z9A543B	Fuel Injection Pump	1.00	1,659.52	1,574.18	1,574.18
ORBC3Z2A572A	Vacuum Pump Gasket Ford 6.7	1.00	16.55	15.70	15.70
ORBC3Z9A564B	RETURN LINE ASSY 6.7L FORD	1.00	188.78	188.78	188.78
OR3U2Z14S411FHAB	Pigtale wire assembly	2.00	55.20	45.82	91.64
OR3U2Z14S411FKAF	Pigtale wire assembly	2.00	21.02	17.45	34.90
OR388898S	TEFLON RING	2.00	9.05	3.00	6.00
ORN803257S	Seal	2.00	6.10	5.06	10.12
DRIVE-IN81	Added time for Ambulance wires	15.00	0.00	132.00	1,980.00
DRIVE-IN81	Replace headlight connectors	1.00	0.00	132.00	132.00

LABOR \$6,288.00
 PART SALES \$14,858.17
 SHOP SUPPLIES \$18.00
 HAZARDOUS WASTE \$18.00
 SALES TAX \$0.00

E S T I M A T E T O T A L \$21,182.17

LESS DEPOSIT \$-
 NET AMOUNT DUE \$21,182.17

ACCEPTED BY: X

One year workmanship guarantee on all repairs. Thank you.
 All past due accounts are charged a 1.5% late fee per month.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;">JK</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">2/20/23</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Council Approval to Repeal Franklin Ordinance No. 2006-1873 which requires the fire department to charge fees for required annual fire inspections of all multi-family occupancies, businesses, and non-profits.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">6.9.</p>

Background:

The Franklin Fire Department currently charges a fee to business and property-owners for fire inspections performed by department personnel. The fee structure, which is an ad valorem system requiring an individual calculation for each inspection, and often varying for a specific property from inspection to inspection was not recommended for approval by the finance committee, when it was initially proposed. In total, fees recouped from residents and businesses for fire inspection generate approximately \$17,000 - \$20,000 annually, city-wide.

The fire department is recommending repeal of ordinance 2006-1873 which requires the inspection fee and establishes the rate schedule, based on the following considerations:

- The fee was ostensibly established to fund a 0.5 FTE fire inspection position. The position has been vacant for long periods of time since 2006, as is the case currently.
- The State of Wisconsin's "Two Percent Dues" program intercepts two percent of all commercial insurance premiums and returns them to local municipal fire service agencies to specifically fund fire inspection and prevention activities, as required per state law (WI SPS Chapter 314). In 2022 the city received approximately \$196,000. Though this funding goes into the general fund, it more than offsets the entire personnel costs of the current Community Risk Reduction Specialist FTE; any compensation for off-duty employees to teach fire safety, CPR/AED and first aid classes, as well as the 0.5 FTE position, should it be filled again in the future. Furthermore, it could be argued that after local municipal property taxes and state taxes on insurance premium payments, that charging an additional local fee constitutes a third tax on activities that are intended to be funded through the first two means; and is neither pro-business nor pro-resident.
- Charging a time-based fee discourages time spent in educational interaction with the stakeholder.
- The process for calculating a specific dollar amount, and verifying owner information is burdensome, and can take up to 30 minutes or more for each individual inspection. In many cases, the process of invoicing for an inspection takes longer than performing the inspection itself. The process also involves significant workload and input from assessor and treasury employees. Approximately 50 - 60% of the department's Confidential Administrative Assistant's time is spent on invoicing for inspections, and despite this, a very high percentage of invoices are returned as undeliverable. This is time that could be spent following up on patients and coordinating with the Health Department on high-frequency users of the EMS system, and older patients requiring additional resources.
- It is likely that, between paper, envelopes and postage costs, this practice is at best a "wash" and more likely (when also considering labor cost associated) is by far a net-negative to the city.

- The approximately \$17,000 - 20,000 recouped annually will be more than offset by EMS transport revenue, just based on the regular annual increase in call volume. (Should the city wish to also raise transport fees, it could be done in a fashion that does not affect resident's or visitor's out-of-pocket costs).

COUNCIL ACTION REQUESTED

Request Council Approval to Repeal of Ordinance No. 2006-1873, which requires the department to charge a fee to all multifamily occupancies, businesses, institutions, and certain non-profits, for annual fire inspections that are required per state statute, and for which the City receives annual funding to facilitate and support through the State of Wisconsin Two-Percent Dues Program; effective July 1st, 2023.

APPROVAL JK	REQUEST FOR COUNCIL ACTION	MEETING DATE February 20, 2023
REPORTS & RECOMMENDATIONS	2022 quarry monitoring reports	ITEM NUMBER G. 10.

Per the quarry monitoring services agreement between the city and Stantec Consulting Services, Inc., the consultant presents quarterly monitoring reports to the Quarry Monitoring Committee. On January 24, 2022, this committee carried a motion to forward the 4 reports of calendar year 2022 to the Common Council.

Based on the data from these reports, City Development staff prepared the summary below for calendar year 2022, as well as 2021 for comparison:

2022

	1 Jan-Mar	2 Apr-Jun	3 Jul-Sep	4 Oct-Dec	Year
Blast events	21	18	26	18	83
Ground vibration compliance*	100%	100%	100%	100%	100%
Airblast compliance**	95%	100%	100%	100%	98%
Complaints	0	6	4	9	19

2021

	1 Jan-Mar	2 Apr-Jun	3 Jul-Sep	4 Oct-Dec	Year
Blast events	9	25	27	20	81
Ground vibration compliance*	100%	100%	100%	100%	100%
Airblast compliance**	100%	100%	93%	100%	98%
Complaints	7	9	8	9	33

Ground vibration and airblast yearly levels in 2021 and 2022 are in compliance with the limits set forth in Planned Developments Districts No. 23 and 24. For details, see attached quarterly reports.

No fiscal impact for this item.

Notes

(*) Per the Planned Development District agreements (PDD), 85% of the quarry's blasts within any calendar year must be below the maximum permissible vibration (of 0.30 inches per second (in/sec), measured at the closest residence or inhabited structure not owned or controlled by the quarry. This is more stringent than State of Wisconsin regulations which require quarry operators to report any ground vibration levels to the Wisconsin Department of Natural Resources that are above 0.75 in/sec.

(**) Per the PDD, airblast resulting from P&D blasting shall not exceed 123 dB on at least 85% of its blasts within any single calendar year, measured at the residence or inhabited structure closest to the site of the blast which is not owned or controlled by the Operator. Notwithstanding any other provision in this subsection, the Operator shall not exceed the airblast limitation imposed by Wis Adm. Code, SPS Ch 307.

COUNCIL ACTION REQUESTED

No action requested.



Stantec Consulting Services Inc
1165 Scheuring Road
De Pere Wisconsin 54115
Tel (920) 592-8400
Fax (920) 592 8444

April 20, 2022

Heath Eddy
Planner - Department of City Development
City of Franklin
9229 W Loomis Road
Franklin, Wisconsin 53132
HEddy@franklinwi.gov

Reference: City of Franklin, WI – Franklin Aggregates Quarry Monitoring Summary
Period: 1st Quarter 2022
Stantec Project: 193707487

Dear Mr Eddy

The enclosed information summarizes monitoring activities completed during the first quarter of 2022 by Stantec Consulting Services Inc (Stantec) pertaining to the Franklin Aggregates, Inc quarry (owned by Payne & Dolan, Inc) located at 6211 W Rawson Avenue, Franklin, Wisconsin (the Quarry) Stantec was retained by the City of Franklin to conduct a combination of direct observation (visual) monitoring, seismic monitoring of the quarry operations, and evaluation of citizen complaints Separate description of services and project background are provided in Attachments A and B, respectively This letter summarizes the results

Direct Observation (Visual) Monitoring

Copies of completed observation forms are prepared and posted to the project FTP site for review by City representatives Copies of individual reports are not provided with this summary report

No direct observation events were completed during the monitoring period, observation events will resume in April 2022

Seismic Monitoring

As contracted by the City, Stantec provided remote vibration monitoring using two seismographs co-located with two existing Payne & Dolan (Vibra-Tech) monitors at 7301 S 51st Street (VT1 and S1) and 5800 W Allwood Drive (VT4 and S2) The monitoring provides continuous (24/7) remote monitoring Payne & Dolan also has monitors at 7526 S 51st Street (VT2) and southeast of the quarry (VT3) Summaries of blasting data, comparing the Payne & Dolan unit recordings to the Stantec (Sauls Seismic) unit recordings, were prepared for the quarter, and are presented in Attachment C Figure 1 illustrates the locations of the blasts in the quarter

Highlights of the seismic data include the following

- Between January 1 and March 31, 2022, a total of 21 blasting events occurred 18 of 21 (86%) these blasts were confirmed by the Stantec monitors
- Per the Planned Development District agreements (PDD), 85% of the quarry's blasts within any calendar year must be below the maximum permissible vibration (of 0.30 inches per second (in/sec), measured at the closest residence or inhabited structure not owned or controlled by the quarry This is more stringent than State of Wisconsin regulations which require quarry operators to report any ground vibration levels to the Wisconsin Department of Natural Resources that are above 0.75 in/sec
 - None of the blasting events measured by Payne & Dolan or Stantec had a vibration greater than 0.30 in/sec, thus 100% of the quarry's blasts were below this level This is in conformance with the PDD

- Per the PDD, airblast resulting from P&D blasting shall not exceed 123 dB on at least 85% of its blasts within any single calendar year, measured at the residence or inhabited structure closest to the site of the blast which is not owned or controlled by the Operator. Notwithstanding any other provision in this subsection, the Operator shall not exceed the airblast limitation imposed by Wis Adm Code, SPS Ch 307
 - One of the blasting events measured by Payne & Dolan or Stantec had an air overpressure (AO) greater than 123dB (126dB for the 3/17/22 [Activity Number 18] reading obtained from the monitor at 7526 South 51st Street). Stantec does not have a monitor at this location thus we could not verify this elevated AO from our readings. This is the first reading of 2022 with an AO over 123dB. There have been 21 blasts through the first quarter. Thus, 95% of the quarry's blasts have been below the PDD AO level through March 31, which is in conformance with the PDD. There were no complaints for the blast. In 2021, 2 of the 80 blasts for calendar year had an AO over 123dB (97.5% of blasts below the PDD AO level). Both of those blasts had the elevated AO readings at the same monitor and no complaints were received.
 - The corresponding blast data measured by Stantec with the Sauls Seismic monitors generally aligned with the readings at each Payne & Dolan sponsored Vibra-Tech monitors. There were some larger differences in the AO readings. It should be noted that in addition to the fact the monitors are produced by different manufacturers, there are a variety of variables that can influence actual PPV readings. The Sauls Seismic monitors were recalibrated on October 21, 2021, calibration is typically completed annually.
- In general, the largest blast readings at each monitor appear to correlate with the proximity of the nearest adjacent blast location.

Blast Complaint Evaluation

A compilation of all blast events and complaints received by Stantec for the period January 1 through March 31, 2022, is provided as Attachment C. Although not applicable for this quarter, note that Attachment C does not provide the actual complainant details (name, address, and phone number) if known, it was decided to have this information remain confidential. The locations of all blasts and complaints are shown on Figure 1. The following highlights the results of the complaint evaluation.

Complaints - General

- 0 complaints (formally submitted) – total
- 0 complaints (informally submitted, e.g., phone call)
- 0 complaint – regarding noise
- 0 complaint – regarding dust
- 0 complaints – miscellaneous
- 0 complaints – regarding vibration

Complaints – Blast Related

- 0 complaints – corresponding to actual blast events
- 0 complaints – not corresponding to actual blast events
- 0 complaints – complainant location identified
 - 0 households that complained once each
 - 0 household that complained two times
 - 0 complaints – no name and address provided (requested confidentiality)

Complaints (non-anonymous, confirmed blast related) - Locations

- 0 complaint – east of 51st Street
- 0 complaints – south of Drexel Avenue
- 0 complaints – west of Root River

Blast Events

- 21 blast events - during monitoring period 1Q2022 (shot numbers 0 through 21)
- 0 blast events - corresponding to complaints
 - 0 weather rain
 - 0 weather haze, partly to mostly cloudy, or cloudy
 - 0 weather clear, fair, or scattered clouds
 - 0 time prior to 12 00 pm (noon)
 - 0 time after 12 00 pm
- 0 blast events with one complaint
- 0 blast events with two complaints
- 0 blast event with three complaints

Quarry Blast Locations Producing Complaints

- 0 southern area of quarry
- 0 northern area of quarry

Upon review of these results outlined above, on Figure 1, and in Attachment C, the following observations are made

- No complaints were received in this quarter
- All blasting locations were in the northern portion of the quarry during this quarter, no blasts occurred in the southern portion of the quarry. Complaints tend to come from blasts in the southern portion of the quarry



April 20, 2022

Page 4 of 4

Reference City of Franklin, WI – Franklin Aggregates Quarry Monitoring Summary Period 1Q2022

Please feel free to contact Mike Roznowski at 920-278-3200 or mike.roznowski@stantec.com, or Kristen Gunderson-Inden at 262-665-3447 or kristen.gunderson-inden@stantec.com if you have any questions

Respectfully,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in black ink, appearing to read 'Kristen Gunderson-Inden'.

Kristen Gunderson-Inden
Senior Environmental Scientist

A handwritten signature in black ink, appearing to read 'Michael B. Roznowski'.

Michael B. Roznowski, CHMM
Senior Principal

- Attachments
- A - Franklin Quarry Seismic Monitoring Description of Services
 - B - Franklin Quarry Seismic Monitoring Project Background
 - C - Summary of Seismic Data – 1st Quarter 2022
 - Figure 1 - Seismic Monitoring, Blasting, and Complaint Locations, 1st Quarter 2022

ATTACHMENT A

FRANKLIN QUARRY SEISMIC MONITORING DESCRIPTION OF SERVICES

DESCRIPTION OF SERVICES

Direct Observation (Visual) Monitoring

During 2022, Stantec will conduct a total of nine (9) qualitative site visits at the quarry to observe and document whether the site was compliant with operational parameters defined in the existing Planned Development District (PDD) agreements, and to evaluate whether the quarry's general operations are consistent with best management practices employed by other similar quarries. Site visits are a combination of announced and unannounced, but all are conducted during normal business hours. The days of the week and times of the day for the visits vary. The observations will be completed between April and October, when quarry operations are occurring, and airborne dust is more likely. Qualitative data to be collected includes the following

- Visual observation of all aspects of the mining operation, including but not limited to
 - Trucking operations, in particular pertaining to dust issues along Rawson Avenue
 - Operational issues that may affect local citizens in some form of adverse off-site impact
- Direct air quality observations, including
 - General site and surrounding visual air quality, including opacity, in particular along Rawson Avenue
 - Dust control measures and issues on-site that may affect off-site receptors
 - Dust control issues directly adjacent off-site
 - Any other dust issues that may affect local citizens
- Quarry operations review (for announced visits), including
 - Review of quarry records pertaining to dust control measures and recordkeeping, ensuring that the operator is following standard protocol to minimize off-site impacts, and evaluating how well and how quickly they respond to potential of actual off-site impact situations
 - Comparison of records to stated performance objectives and respective PDD compliance, only as they pertain to dust in general, and along Rawson Avenue in particular

The findings of each visit will be documented on a standard form previously approved by the City. The form will be filled out by hand during each site visit, and then scanned/posted to a project file transfer protocol (FTP) site for review by City representatives. Stantec also will obtain photos to document site or directly adjacent off-site conditions, and short-duration video clips (e.g., showing dust impacts). These photos and videos are also uploaded to the project FTP site.

In addition to the observations and record review, Stantec also will obtain and document on the inspection forms local meteorological conditions that were relevant to the observations (e.g., temperature, wind speed, wind direction, humidity, and precipitation).

Stantec also will notify the City Planning Manager of any condition (pertaining to air or dust monitoring, or other PDD condition) that we become aware of that exceeds the allowances outlined in the PDD. This communication will be completed prior to noon the business day following the day we become aware of any such event.

Seismic Monitoring

Stantec provides remote vibration monitoring by using Nomis Seismographs. Sauls Seismic is subcontracted to operate two separate seismographs, each co-located with two existing Payne & Dolan (Vibra-Tech) monitors located at 7301 S 51st Street, and 5800 W Allwood Drive. Each monitor was pole-mounted and provided with a weatherproof enclosure. Power is provided via an internal battery and an external battery connected to a solar panel. This type of configuration provides continuous (24/7) remote monitoring, allowing Stantec to have access to data anytime via the Internet.

Stantec also will notify the City Planning Manager of any condition (pertaining to blasting, noise or other PDD condition) that we become aware of that exceeded the allowances outlined in the PDD. This communication will be completed prior to noon the business day following the day we become aware of any such event.

Blast Complaint Evaluation

Periodically the City forwards to Stantec specific information pertaining to quarry complaints received. Stantec evaluates each one on a quarterly basis to determine the following corresponding collaborative conditions:

- Off-site dust complaints: weather conditions (wind direction and speed) the day of the complaint
- Off-site seismic complaints: seismic data from both Stantec (if monitoring at the time) and Payne & Dolan placed monitors
- On occasion, the City may request an exceptional blast complaint evaluation if a blast event receives an unusually high number of complaints. A letter report will be issued by Stantec within approximately one week of the request that describes
 - seismic data from both Stantec and Payne & Dolan placed monitors
 - weather conditions (wind direction and speed) the day of the complaint
 - a figure showing location of blast and complaints

ATTACHMENT B

FRANKLIN QUARRY SEISMIC MONITORING PROJECT BACKGROUND

Background Summary

Seismic monitoring was completed to document whether the site was compliant with operational parameters defined in the existing Planned Development District (PDD) agreements. Prior to 2018, Stantec completed a variety of 2, 4, and 8-week seismic monitoring periods. During 2018, Stantec completed one 4-week period and one 16-week period of monitoring. Monitoring consisted of placing a city owned and maintained InstanTel MiniMate Plus fixed seismograph equipped with an external geophone at one of two city-established blast monitoring sites or vaults for each period. Seismic data was downloaded once every two weeks. Due to equipment limitations the data could not be downloaded remotely as it occurs (i.e., real time).

In 2019, Stantec provided remote vibration monitoring by using Nomis Seismographs. Sauls Seismic was subcontracted to install two separate seismographs, each co-located with two existing Payne & Dolan (Vibra-Tech) monitors located at 7301 S 51st Street, and 5800 W Allwood Drive. Each monitor was pole-mounted and provided with a weatherproof enclosure. Power was provided via an internal battery and an external battery connected to a solar panel. This type of configuration provided continuous (24/7) remote monitoring, allowing Stantec to have access to data anytime via the Internet.

As contracted by the City for 2022, Stantec is providing remote vibration monitoring using two seismographs co-located with two existing Payne & Dolan (Vibra-Tech) monitors at 7301 S 51st Street and 5800 W Allwood Drive. There is a chance one of these monitors may be moved to an alternate location during 2022. The monitor provided continuous (24/7) remote monitoring. Quarterly summaries of blasting data, comparing the Payne & Dolan (Vibra-Tech) unit recordings, to the Stantec (Sauls Seismic) unit recordings, will be prepared for calendar year 2022.

Per the PDD #23 and #24 Ordinances, 85% of the quarry's blasts within any calendar year must be below the maximum permissible vibration (also referred to as particle or ground velocity) of 0.30 inches per second (in/sec), measured at the closest residence or inhabited structure not owned or controlled by the quarry. This is more stringent than State of Wisconsin regulations (Wisconsin Department of Industry, Labor and Human Relations in ch ILHR 7, Wis Adm Code on any blast [new reference now Wis Adm Code, Safety and Professional Services (SPS) Chapter 307]) which require quarry operators to report any ground vibration levels to the Wisconsin Department of Natural Resources that are above 0.75 in/sec.

Per the PDD #23 and #24 Ordinances, airblast resulting from P&D blasting shall not exceed 123 dB on at least 85% of its blasts within any single calendar year, measured at the residence or inhabited structure closest to the site of the blast which is not owned or controlled by the Operator. Notwithstanding any other provision in this subsection, the Operator shall not exceed the airblast limitation imposed by Wis Adm Code, SPS Ch 307.

In addition to obtaining and reviewing the blast data from the city-owned, fixed seismograph, Stantec also received data from Payne & Dolan's Vibra-Tech meters, which provided independently monitored Franklin Aggregate blasting data for the entire calendar year. Four monitors are used by Vibra-Tech, three along South 51st Street, and one just south of West Drexel Avenue. This independently monitored data was compared to the Stantec-obtained data.

ATTACHMENT C

SUMMARY OF SEISMIC DATA –4th QUARTER 2021

FIGURE 1

SEISMIC MONITORING, BLASTING, AND COMPLAINT LOCATIONS, 4th QUARTER 2021

Figure No. 1

Seismic Monitoring, Blasting, and Complaint Locations - 1st Quarter 2022

City of Franklin
 Vicinity of Payne and Dolan Quarry

Project Location
 C. of Franklin, Wisconsin Co., WI

Prepared by AUS on 2022-04-07
 10:11:13 AM
 10/11/2022 10:11:13 AM



- Legend**
- Seismic Monitoring Location
 - Ⓐ Vibra-Tech(VT1) and Slanted(S1)
 - Ⓑ Vibra-Tech(VT2)
 - Ⓒ Vibra-Tech(VT3)
 - Ⓓ Vibra-Tech(VT4) and Slanted(S2)
 - Blast Location
 - Non-compliant Blast Location*



*No complaints received during 1st Quarter



0822
 1. Cadence System (MO) 100, 200, 300, 400, 500, 600, 700, 800, 900, 1000 Feet
 2. Orthophotography 2020 Milwaukee Co., WI/DC



Disclaimer: This document has been prepared based on information provided by others as cited in the History section. Stantec has not verified the accuracy and/or completeness of this information and shall not be responsible for any errors or omissions which may be incorporated herein as a result. Stantec assumes no responsibility for data supplied in electronic format, and the recipient accepts full responsibility for using the accuracy and completeness of the data.



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De Pere Wisconsin 54115
Tel (920) 592-8400
Fax (920) 592 8444

July 12, 2022

Regulo Martínez-Montilva
Principal Planner - Department of City Development
City of Franklin
9229 W Loomis Road
Franklin, Wisconsin 53132
HEddy@franklinwi.gov

Reference: City of Franklin, WI – Franklin Aggregates Quarry Monitoring Summary
Period: 2nd Quarter 2022
Stantec Project: 193707487

Dear Mr. Martínez-Montilva

The enclosed information summarizes monitoring activities completed during the first quarter of 2022 by Stantec Consulting Services Inc (Stantec) pertaining to the Franklin Aggregates, Inc quarry (owned by Payne & Dolan, Inc) located at 6211 W Rawson Avenue, Franklin, Wisconsin (the Quarry). Stantec was retained by the City of Franklin to conduct a combination of direct observation (visual) monitoring, seismic monitoring of the quarry operations, and evaluation of citizen complaints. Separate descriptions of services and project background are provided in Attachments A and B, respectively. This letter summarizes the results.

Direct Observation (Visual) Monitoring

Copies of completed observation forms are prepared and posted to the project Teams site for review by City representatives. Copies of individual reports are not provided with this summary report.

Four observation events were completed during the monitoring period, three were unannounced inspections (April 19, May 19, and June 20) and were limited to the perimeter of the quarry. One was an announced inspection that included observations inside the quarry (June 29). During all four visits, a small amount of dust was observed on Rawson Avenue from trucks that were departing the site. Significant amounts of dirt or stone were not observed in Rawson Avenue. The street sweeper was observed operating on Rawson Avenue on all four inspections. No noticeable dust or debris was observed on other roads surrounding the quarry.

Seismic Monitoring

As contracted by the City, Stantec provided remote vibration monitoring using two seismographs co-located with two existing Payne & Dolan (Vibra-Tech) monitors at 7301 S 51st Street (VT1 and S1) and 5800 W Allwood Drive (VT4 and S2). The monitoring provides continuous (24/7) remote monitoring. Payne & Dolan also has monitors at 7526 S 51st Street (VT2) and southeast of the quarry (VT3). Summaries of blasting data, comparing the Payne & Dolan unit recordings to the Stantec (Sauls Seismic) unit recordings, were prepared for the quarter, and are presented in Attachment C. Figure 1 illustrates the locations of the blasts in the quarter.

Highlights of the seismic data include the following:

- Between April 1 and June 30, 2022, a total of 18 blasting events occurred. 17 of 18 (94%) these blasts were confirmed by the Stantec monitors.
- Per the Planned Development District agreements (PDD), 85% of the quarry's blasts within any calendar year must be below the maximum permissible vibration (of 0.30 inches per second (in/sec), measured at the closest residence or inhabited structure not owned or controlled by the quarry). This is more stringent than State of Wisconsin regulations which require quarry operators

to report any ground vibration levels to the Wisconsin Department of Natural Resources that are above 0.75 in/sec

- None of the blasting events measured by Payne & Dolan or Stantec had a vibration greater than 0.30 in/sec, thus 100% of the quarry's blasts were below this level. This is in conformance with the PDD.
- Per the PDD, airblast resulting from P&D blasting shall not exceed 123 dB on at least 85% of its blasts within any single calendar year, measured at the residence or inhabited structure closest to the site of the blast which is not owned or controlled by the Operator. Notwithstanding any other provision in this subsection, the Operator shall not exceed the airblast limitation imposed by Wis Adm Code, SPS Ch. 307.
 - None of the blasting events measured by Payne & Dolan or Stantec had an air overpressure (AO) greater than 123dB, thus 100% of the quarry's blasts this quarter were below this level. This is in conformance with the PDD.
 - There have been 39 blasts through the second quarter of 2022. One blast in first quarter had an AO over 123dB. For 2022 year to date, 97% of the blasts have been under 123dB, which is in conformance with the PDD.
- The corresponding blast data measured by Stantec with the Sauls Seismic monitors generally aligned with the readings at each Payne & Dolan sponsored Vibra-Tech monitors. There were some larger differences in the AO readings. It should be noted that in addition to the fact the monitors are produced by different manufacturers, there are a variety of variables that can influence actual PPV readings. The Sauls Seismic monitors were recalibrated on October 21, 2021, calibration is typically completed annually.
- In general, the largest blast readings at each monitor appear to correlate with the proximity of the nearest adjacent blast location.

Blast Complaint Evaluation

A compilation of all blast events and complaints received by Stantec for the period April 1 through June 30, 2022, is provided as Attachment C. Although not applicable for this quarter, note that Attachment C does not provide the actual complainant details (name, address, and phone number) if known, it was decided to have this information remain confidential in this report. However, complainant identity may be released upon public records request to the City of Franklin. The locations of all blasts and complaints are shown on Figure 1. The following highlights the results of the complaint evaluation.

Complaints - General

- 5 complaints (formally submitted) – total
- 1 complaint (informally submitted, e.g., phone call)
- 0 complaints – regarding noise
- 0 complaints – regarding dust
- 0 complaints – miscellaneous
- 6 complaints – regarding vibration

Complaints – Blast Related

- 6 complaints – corresponding to actual blast events
- 0 complaints – not corresponding to actual blast events
- 5 complaints – complainant location identified
 - 1 household that complained once

- 2 households that complained two times each
- 1 complaint – no name and address provided (requested confidentiality)

Complaints (non-anonymous, confirmed blast related) - Locations

- 1 complaint – east of 51st Street
- 4 complaints – south of Drexel Avenue
- 0 complaints – west of Root River

Blast Events

- 18 blast events - during monitoring period 2Q2022 (shot numbers 22 through 39)
- 4 blast events - corresponding to complaints
 - 0 weather rain
 - 4 weather haze, partly to mostly cloudy, or cloudy
 - 0 weather clear, fair, or scattered clouds
 - 3 time prior to 12 00 pm (noon)
 - 1 time after 12 00 pm
- 2 blast events with one complaint
- 2 blast events with two complaints

Quarry Blast Locations Producing Complaints

- 1 southern area of quarry
- 1 central area of quarry
- 2 northeastern area of quarry

Upon review of these results outlined above, on Figure 1, and in Attachment C, the following observations are made

- Very few, if any, quarry operational complaints are made regarding dust or truck traffic. Most complaints focus on quarry blasting and resulting ground vibrations.
- Most of the complaints (80%) in this quarter originate from residences south of Drexel Avenue.
- One blast in the northern area and one in the central area of the quarry resulted in complaints from south of Drexel Avenue.
- No blast this quarter had more than two complaints.
- No complaints came from west of the Root River.
- Due to increased number of employees now working from home, residents may have been at home more during the day than in years prior to 2020. However, this is essentially the “new normal”.



July 12, 2022

Page 4 of 4

Reference City of Franklin, WI – Franklin Aggregates Quarry Monitoring Summary Period 2Q2022

Please feel free to contact Mike Roznowski at 920-278-3200 or mike.roznowski@stantec.com, or Kristen Gunderson-Inden at 262-665-3447 or kristen.gunderson-inden@stantec.com if you have any questions

Respectfully,

STANTEC CONSULTING SERVICES INC.

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Kristen Gunderson-Inden
Senior Environmental Scientist

A handwritten signature in black ink, appearing to read 'Michael B. Roznowski'.

Michael B. Roznowski, CHMM
Senior Principal

Attachments A - Franklin Quarry Seismic Monitoring Description of Services
 B - Franklin Quarry Seismic Monitoring Project Background
 C - Summary of Seismic Data – 2nd Quarter 2022
 Figure 1 - Seismic Monitoring, Blasting, and Complaint Locations, 2nd Quarter 2022

ATTACHMENT A

FRANKLIN QUARRY SEISMIC MONITORING DESCRIPTION OF SERVICES

DESCRIPTION OF SERVICES

Direct Observation (Visual) Monitoring

During 2022, Stantec will conduct a total of nine (9) qualitative site visits at the quarry to observe and document whether the site was compliant with operational parameters defined in the existing Planned Development District (PDD) agreements, and to evaluate whether the quarry's general operations are consistent with best management practices employed by other similar quarries. Site visits are a combination of announced and unannounced, but all are conducted during normal business hours. The days of the week and times of the day for the visits vary. The observations will be completed between April and October, when quarry operations are occurring, and airborne dust is more likely. Qualitative data to be collected includes the following:

- Visual observation of all aspects of the mining operation, including but not limited to
 - Trucking operations, in particular pertaining to dust issues along Rawson Avenue
 - Operational issues that may affect local citizens in some form of adverse off-site impact
- Direct air quality observations, including
 - General site and surrounding visual air quality, including opacity, in particular along Rawson Avenue
 - Dust control measures and issues on-site that may affect off-site receptors
 - Dust control issues directly adjacent off-site
 - Any other dust issues that may affect local citizens
- Quarry operations review (for announced visits), including
 - Review of quarry records pertaining to dust control measures and recordkeeping, ensuring that the operator is following standard protocol to minimize off-site impacts, and evaluating how well and how quickly they respond to potential of actual off-site impact situations
 - Comparison of records to stated performance objectives and respective PDD compliance, only as they pertain to dust in general, and along Rawson Avenue in particular

The findings of each visit will be documented on a standard form previously approved by the City. The form will be filled out by hand during each site visit, and then scanned/posted to a project file transfer protocol (FTP) site for review by City representatives. Stantec also will obtain photos to document site or directly adjacent off-site conditions, and short-duration video clips (e.g., showing dust impacts). These photos and videos are also uploaded to the project FTP site.

In addition to the observations and record review, Stantec also will obtain and document on the inspection forms local meteorological conditions that were relevant to the observations (e.g., temperature, wind speed, wind direction, humidity, and precipitation).

Stantec also will notify the City Planning Manager of any condition (pertaining to air or dust monitoring, or other PDD condition) that we become aware of that exceeds the allowances outlined in the PDD. This communication will be completed prior to noon the business day following the day we become aware of any such event.

Seismic Monitoring

Stantec provides remote vibration monitoring by using Nomis Seismographs. Sauls Seismic is subcontracted to operate two separate seismographs, each co-located with two existing Payne & Dolan (Vibra-Tech) monitors located at 7301 S 51st Street, and 5800 W Allwood Drive. Each monitor was pole-mounted and provided with a weatherproof enclosure. Power is provided via an internal battery and an external battery connected to a solar panel. This type of configuration provides continuous (24/7) remote monitoring, allowing Stantec to have access to data anytime via the Internet.

Stantec also will notify the City Planning Manager of any condition (pertaining to blasting, noise or other PDD condition) that we become aware of that exceeded the allowances outlined in the PDD. This communication will be completed prior to noon the business day following the day we become aware of any such event.

Blast Complaint Evaluation

Periodically the City forwards to Stantec specific information pertaining to quarry complaints received. Stantec evaluates each one on a quarterly basis to determine the following corresponding collaborative conditions:

- Off-site dust complaints: weather conditions (wind direction and speed) the day of the complaint
- Off-site seismic complaints: seismic data from both Stantec (if monitoring at the time) and Payne & Dolan placed monitors
- On occasion, the City may request an exceptional blast complaint evaluation if a blast event receives an unusually high number of complaints. A letter report will be issued by Stantec within approximately one week of the request that describes:
 - seismic data from both Stantec and Payne & Dolan placed monitors
 - weather conditions (wind direction and speed) the day of the complaint
 - a figure showing location of blast and complaints

ATTACHMENT B

FRANKLIN QUARRY SEISMIC MONITORING PROJECT BACKGROUND

Background Summary

Seismic monitoring was completed to document whether the site was compliant with operational parameters defined in the existing Planned Development District (PDD) agreements. Prior to 2018, Stantec completed a variety of 2, 4, and 8-week seismic monitoring periods. During 2018, Stantec completed one 4-week period and one 16-week period of monitoring. Monitoring consisted of placing a city owned and maintained Instantel MiniMate Plus fixed seismograph equipped with an external geophone at one of two city-established blast monitoring sites or vaults for each period. Seismic data was downloaded once every two weeks. Due to equipment limitations the data could not be downloaded remotely as it occurs (i.e., real time).

In 2019, Stantec provided remote vibration monitoring by using Nomis Seismographs. Sauls Seismic was subcontracted to install two separate seismographs, each co-located with two existing Payne & Dolan (Vibra-Tech) monitors located at 7301 S 51st Street, and 5800 W Allwood Drive. Each monitor was pole-mounted and provided with a weatherproof enclosure. Power was provided via an internal battery and an external battery connected to a solar panel. This type of configuration provided continuous (24/7) remote monitoring, allowing Stantec to have access to data anytime via the Internet.

As contracted by the City for 2022, Stantec is providing remote vibration monitoring using two seismographs co-located with two existing Payne & Dolan (Vibra-Tech) monitors at 7301 S 51st Street and 5800 W Allwood Drive. There is a chance one of these monitors may be moved to an alternate location during 2022. The monitor provided continuous (24/7) remote monitoring. Quarterly summaries of blasting data, comparing the Payne & Dolan (Vibra-Tech) unit recordings, to the Stantec (Sauls Seismic) unit recordings, will be prepared for calendar year 2022.

Per the PDD #23 and #24 Ordinances, 85% of the quarry's blasts within any calendar year must be below the maximum permissible vibration (also referred to as particle or ground velocity) of 0.30 inches per second (in/sec), measured at the closest residence or inhabited structure not owned or controlled by the quarry. This is more stringent than State of Wisconsin regulations (Wisconsin Department of Industry, Labor and Human Relations in ch ILHR 7, Wis. Adm. Code on any blast [new reference now Wis. Adm. Code, Safety and Professional Services (SPS) Chapter 307]) which require quarry operators to report any ground vibration levels to the Wisconsin Department of Natural Resources that are above 0.75 in/sec.

Per the PDD #23 and #24 Ordinances, airblast resulting from P&D blasting shall not exceed 123 dB on at least 85% of its blasts within any single calendar year, measured at the residence or inhabited structure closest to the site of the blast which is not owned or controlled by the Operator. Notwithstanding any other provision in this subsection, the Operator shall not exceed the airblast limitation imposed by Wis. Adm. Code, SPS Ch. 307.

In addition to obtaining and reviewing the blast data from the city-owned, fixed seismograph, Stantec also received data from Payne & Dolan's Vibra-Tech meters, which provided independently monitored Franklin Aggregate blasting data for the entire calendar year. Four monitors are used by Vibra-Tech, three along South 51st Street, and one just south of West Drexel Avenue. This independently monitored data was compared to the Stantec-obtained data.

ATTACHMENT C

SUMMARY OF SEISMIC DATA – 2nd QUARTER 2022

Date	Time	Location	Meters	V1	V2	V3	V4	V5	V6	V7	V8	V9	V10	V11	V12	V13	V14	V15	V16	V17	V18	V19	V20	V21	V22	V23	V24	V25	V26	V27	V28	V29	V30	V31	V32	V33	V34	V35	V36	V37	V38	V39	V40	V41	V42	V43	V44	V45	V46	V47	V48	V49	V50	V51	V52	V53	V54	V55	V56	V57	V58	V59	V60	V61	V62	V63	V64	V65	V66	V67	V68	V69	V70	V71	V72	V73	V74	V75	V76	V77	V78	V79	V80	V81	V82	V83	V84	V85	V86	V87	V88	V89	V90	V91	V92	V93	V94	V95	V96	V97	V98	V99	V100	V101	V102	V103	V104	V105	V106	V107	V108	V109	V110	V111	V112	V113	V114	V115	V116	V117	V118	V119	V120	V121	V122	V123	V124	V125	V126	V127	V128	V129	V130	V131	V132	V133	V134	V135	V136	V137	V138	V139	V140	V141	V142	V143	V144	V145	V146	V147	V148	V149	V150	V151	V152	V153	V154	V155	V156	V157	V158	V159	V160	V161	V162	V163	V164	V165	V166	V167	V168	V169	V170	V171	V172	V173	V174	V175	V176	V177	V178	V179	V180	V181	V182	V183	V184	V185	V186	V187	V188	V189	V190	V191	V192	V193	V194	V195	V196	V197	V198	V199	V200	V201	V202	V203	V204	V205	V206	V207	V208	V209	V210	V211	V212	V213	V214	V215	V216	V217	V218	V219	V220	V221	V222	V223	V224	V225	V226	V227	V228	V229	V230	V231	V232	V233	V234	V235	V236	V237	V238	V239	V240	V241	V242	V243	V244	V245	V246	V247	V248	V249	V250	V251	V252	V253	V254	V255	V256	V257	V258	V259	V260	V261	V262	V263	V264	V265	V266	V267	V268	V269	V270	V271	V272	V273	V274	V275	V276	V277	V278	V279	V280	V281	V282	V283	V284	V285	V286	V287	V288	V289	V290	V291	V292	V293	V294	V295	V296	V297	V298	V299	V300	V301	V302	V303	V304	V305	V306	V307	V308	V309	V310	V311	V312	V313	V314	V315	V316	V317	V318	V319	V320	V321	V322	V323	V324	V325	V326	V327	V328	V329	V330	V331	V332	V333	V334	V335	V336	V337	V338	V339	V340	V341	V342	V343	V344	V345	V346	V347	V348	V349	V350	V351	V352	V353	V354	V355	V356	V357	V358	V359	V360	V361	V362	V363	V364	V365	V366	V367	V368	V369	V370	V371	V372	V373	V374	V375	V376	V377	V378	V379	V380	V381	V382	V383	V384	V385	V386	V387	V388	V389	V390	V391	V392	V393	V394	V395	V396	V397	V398	V399	V400	V401	V402	V403	V404	V405	V406	V407	V408	V409	V410	V411	V412	V413	V414	V415	V416	V417	V418	V419	V420	V421	V422	V423	V424	V425	V426	V427	V428	V429	V430	V431	V432	V433	V434	V435	V436	V437	V438	V439	V440	V441	V442	V443	V444	V445	V446	V447	V448	V449	V450	V451	V452	V453	V454	V455	V456	V457	V458	V459	V460	V461	V462	V463	V464	V465	V466	V467	V468	V469	V470	V471	V472	V473	V474	V475	V476	V477	V478	V479	V480	V481	V482	V483	V484	V485	V486	V487	V488	V489	V490	V491	V492	V493	V494	V495	V496	V497	V498	V499	V500	V501	V502	V503	V504	V505	V506	V507	V508	V509	V510	V511	V512	V513	V514	V515	V516	V517	V518	V519	V520	V521	V522	V523	V524	V525	V526	V527	V528	V529	V530	V531	V532	V533	V534	V535	V536	V537	V538	V539	V540	V541	V542	V543	V544	V545	V546	V547	V548	V549	V550	V551	V552	V553	V554	V555	V556	V557	V558	V559	V560	V561	V562	V563	V564	V565	V566	V567	V568	V569	V570	V571	V572	V573	V574	V575	V576	V577	V578	V579	V580	V581	V582	V583	V584	V585	V586	V587	V588	V589	V590	V591	V592	V593	V594	V595	V596	V597	V598	V599	V600	V601	V602	V603	V604	V605	V606	V607	V608	V609	V610	V611	V612	V613	V614	V615	V616	V617	V618	V619	V620	V621	V622	V623	V624	V625	V626	V627	V628	V629	V630	V631	V632	V633	V634	V635	V636	V637	V638	V639	V640	V641	V642	V643	V644	V645	V646	V647	V648	V649	V650	V651	V652	V653	V654	V655	V656	V657	V658	V659	V660	V661	V662	V663	V664	V665	V666	V667	V668	V669	V670	V671	V672	V673	V674	V675	V676	V677	V678	V679	V680	V681	V682	V683	V684	V685	V686	V687	V688	V689	V690	V691	V692	V693	V694	V695	V696	V697	V698	V699	V700	V701	V702	V703	V704	V705	V706	V707	V708	V709	V710	V711	V712	V713	V714	V715	V716	V717	V718	V719	V720	V721	V722	V723	V724	V725	V726	V727	V728	V729	V730	V731	V732	V733	V734	V735	V736	V737	V738	V739	V740	V741	V742	V743	V744	V745	V746	V747	V748	V749	V750	V751	V752	V753	V754	V755	V756	V757	V758	V759	V760	V761	V762	V763	V764	V765	V766	V767	V768	V769	V770	V771	V772	V773	V774	V775	V776	V777	V778	V779	V780	V781	V782	V783	V784	V785	V786	V787	V788	V789	V790	V791	V792	V793	V794	V795	V796	V797	V798	V799	V800	V801	V802	V803	V804	V805	V806	V807	V808	V809	V810	V811	V812	V813	V814	V815	V816	V817	V818	V819	V820	V821	V822	V823	V824	V825	V826	V827	V828	V829	V830	V831	V832	V833	V834	V835	V836	V837	V838	V839	V840	V841	V842	V843	V844	V845	V846	V847	V848	V849	V850	V851	V852	V853	V854	V855	V856	V857	V858	V859	V860	V861	V862	V863	V864	V865	V866	V867	V868	V869	V870	V871	V872	V873	V874	V875	V876	V877	V878	V879	V880	V881	V882	V883	V884	V885	V886	V887	V888	V889	V890	V891	V892	V893	V894	V895	V896	V897	V898	V899	V900	V901	V902	V903	V904	V905	V906	V907	V908	V909	V910	V911	V912	V913	V914	V915	V916	V917	V918	V919	V920	V921	V922	V923	V924	V925	V926	V927	V928	V929	V930	V931	V932	V933	V934	V935	V936	V937	V938	V939	V940	V941	V942	V943	
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FIGURE 1

SEISMIC MONITORING, BLASTING, AND COMPLAINT LOCATIONS, 2nd QUARTER 2022

Figure No. 1

Seismic Monitoring, Blasting, and Complaint Locations - 2nd Quarter 2022

City of Franklin
 Vicinity of Payne and Dolan Quarry

193207427

Prepared by AJS on 2022-07-07
 Checked by JMS on 2022-07-07
 C. of Franklin, Monroe Co., WI
 IR 193207427
 IR 193207427

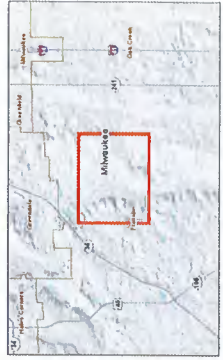


- Legend**
- Seismic Monitoring Location**
- Ⓐ Vbra-Tech(VT1) and Stantec(S1)
 - Ⓑ Vbra-Tech(VT2)
 - Ⓒ Vbra-Tech(VT3)
 - Ⓓ Vbra-Tech(VT4) and Stantec(S2)
- Blast Complaint**
- ▲ Blast #28
 - ▲ Blast #31
 - ▲ Blast #35
 - ▲ Blast #39

- Blast Location**
- Non-complaint Blast Location
 - Blast #28*
 - Blast #31
 - Blast #35
 - Blast #39



*One Confidential complaint (No address location)



2022
 1. Coordinate System: NAD 83, StatePlane Wisconsin South FIPS 4803 F44
 2. Contour Interval: 10 Feet
 3. Orthorectified: 2020 Milwaukee Co., WI, US



Disclaimer: This document has been prepared based on information provided by others as cited at the Notes section. Stantec has not verified the accuracy and/or completeness of this information and shall not be responsible for any errors or omissions which may be incorporated herein as a result. Stantec assumes no responsibility for data supplied in electronic format, and the recipient accepts full responsibility for verifying the accuracy and completeness of the data.



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Fax (920) 592 8444

November 9, 2022

Regulo Martínez-Montilva
Principal Planner - Department of City Development
City of Franklin
9229 W Loomis Road
Franklin, Wisconsin 53132
HEddy@franklinwi.gov

Reference: City of Franklin, WI – Franklin Aggregates Quarry Monitoring Summary
Period: 3rd Quarter 2022
Stantec Project: 193707487

Dear Mr Martínez-Montilva

The enclosed information summarizes monitoring activities completed during the third quarter of 2022 by Stantec Consulting Services Inc (Stantec) pertaining to the Franklin Aggregates, Inc quarry (owned by Payne & Dolan, Inc) located at 6211 W Rawson Avenue, Franklin, Wisconsin (the Quarry) Stantec was retained by the City of Franklin to conduct a combination of direct observation (visual) monitoring, seismic monitoring of the quarry operations, and evaluation of citizen complaints Separate description of services and project background are provided in Attachments A and B, respectively This letter summarizes the results

Direct Observation (Visual) Monitoring

Copies of completed observation forms are prepared and posted to the project Teams site for review by City representatives Copies of individual reports are not provided with this summary report

Four observation events were completed during the monitoring period, three were unannounced inspections (July 25, August 4, and September 14) and were limited to the perimeter of the quarry One was an announced inspection that included observations inside the quarry (August 24) During all four visits, minimal to no dust was observed on Rawson Avenue from trucks that were departing the site Significant amounts of dirt or stone were not observed in Rawson Avenue The street sweeper was observed operating on Rawson Avenue on two of the inspections No noticeable dust or debris was observed on other roads surrounding the quarry

Seismic Monitoring

As contracted by the City, Stantec provided remote vibration monitoring using two seismographs co-located with two existing Payne & Dolan (Vibra-Tech) monitors at 7301 S 51st Street (VT1 and S1) and 5800 W Allwood Drive (VT4 and S2) The monitoring provides continuous (24/7) remote monitoring Payne & Dolan also has monitors at 7526 S 51st Street (VT2) and southeast of the quarry (VT3) Summaries of blasting data, comparing the Payne & Dolan unit recordings to the Stantec (Sauls Seismic) unit recordings, were prepared for the quarter, and are presented in Attachment C Figure 1 illustrates the locations of the blasts in the quarter

Highlights of the seismic data include the following

- Between July 1 and September 30, 2022, a total of 26 blasting events occurred 24 of 26 (92.3%) of these blasts were confirmed by the Stantec monitors
- Per the Planned Development District agreements (PDD), 85% of the quarry's blasts within any calendar year must be below the maximum permissible vibration (of 0.30 inches per second (in/sec), measured at the closest residence or inhabited structure not owned or controlled by the quarry This is more stringent than State of Wisconsin regulations which require quarry operators

to report any ground vibration levels to the Wisconsin Department of Natural Resources that are above 0.75 in/sec

- None of the blasting events measured by Payne & Dolan or Stantec had a vibration greater than 0.30 in/sec, thus 100% of the quarry's blasts were below this level. This is in conformance with the PDD.
- Per the PDD, airblast resulting from P&D blasting shall not exceed 123 dB on at least 85% of its blasts within any single calendar year, measured at the residence or inhabited structure closest to the site of the blast which is not owned or controlled by the Operator. Notwithstanding any other provision in this subsection, the Operator shall not exceed the airblast limitation imposed by Wis Adm Code, SPS Ch. 307.
 - None of the blasting events measured by Payne & Dolan or Stantec had an air overpressure (AO) greater than 123dB, thus 100% of the quarry's blasts this quarter were below this level. This is in conformance with the PDD.
 - There have been 65 blasts through the third quarter of 2022. One blast in first quarter had an AO over 123dB. For 2022 year to date, 98.4% of the blasts have been under 123dB, which is in conformance with the PDD.
- The corresponding blast data measured by Stantec with the Sauls Seismic monitors generally aligned with the readings at each Payne & Dolan sponsored Vibra-Tech monitors. There were some larger differences in the AO readings. It should be noted that in addition to the fact the monitors are produced by different manufacturers, there are a variety of variables that can influence actual PPV readings. The Sauls Seismic monitors were recalibrated on October 21, 2021, calibration is typically completed annually.
- In general, the largest blast readings at each monitor appear to correlate with the proximity of the nearest adjacent blast location.

Blast Complaint Evaluation

A compilation of all blast events and complaints received by Stantec for the period July 1 through September 30, 2022, is provided as Attachment C. Although not applicable for this quarter, note that Attachment C does not provide the actual complainant details (name, address, and phone number) if known, it was decided to have this information remain confidential in this report. However, complainant identity may be released upon public records request to the City of Franklin. The locations of all blasts and complaints are shown on Figure 1. The following highlights the results of the complaint evaluation.

Complaints - General

- 3 complaints (formally submitted) – total
- 1 complaint (informally submitted, e.g., phone call)
- 0 complaints – regarding noise
- 0 complaints – regarding dust
- 0 complaints – miscellaneous
- 3 complaints – regarding vibration

Complaints – Blast Related

- 4 complaints – corresponding to actual blast events (informal complaint did not list a time, but was on a day of a blast)
- 0 complaints – not corresponding to actual blast events
- 4 complaints – complainant location identified

- 4 household that complained once
- 0 households that complained two times each
- 0 complaints – no name and address provided (requested confidentiality)

Complaints (non-anonymous, confirmed blast related) - Locations

- 1 complaint – east of 51st Street
- 3 complaints – south of Drexel Avenue
- 0 complaints – west of Root River

Blast Events

- 26 blast events - during monitoring period 2Q2022 (shot numbers 40 through 65)
- 3 blast events - corresponding to complaints
 - 0 weather rain
 - 2 weather haze, partly to mostly cloudy, or cloudy
 - 1 weather clear, fair, or scattered clouds
 - 2 time prior to 12 00 pm (noon)
 - 1 time after 12 00 pm
- 2 blast events with one complaint
- 1 blast event with two complaints

Quarry Blast Locations Producing Complaints

- 2 southern area of quarry
- 0 central area of quarry
- 1 northern area of quarry

Upon review of these results outlined above, on Figure 1, and in Attachment C, the following observations are made

- Very few, if any, quarry operational complaints are made regarding dust or truck traffic. Most complaints focus on quarry blasting and resulting ground vibrations.
- Most of the complaints (75%) in this quarter originate from residences south of Drexel Avenue, these blasts were in the southern portion of the quarry.
- One blast in the northern area of the quarry resulted in a complaint from east of South 51st Street.
- No blast this quarter had more than two complaints.
- No complaints came from west of the Root River.
- Due to increased number of employees now working from home, residents may have been at home more during the day than in years prior to 2020. However, this is essentially the “new normal”.



November 9, 2022

Page 4 of 4

Reference City of Franklin WI – Franklin Aggregates Quarry Monitoring Summary Period 3Q2022

Please feel free to contact Mike Roznowski at 920-278-3200 or mike.roznowski@stantec.com, or Kristen Gunderson-Inden at 262-665-3447 or kristen.gunderson-inden@stantec.com if you have any questions

Respectfully,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in black ink, appearing to read 'Kristen Gunderson-Inden'.

Kristen Gunderson-Inden
Senior Environmental Scientist

A handwritten signature in black ink, appearing to read 'Michael B. Roznowski'.

Michael B. Roznowski, CHMM
Senior Principal

Attachments A - Franklin Quarry Seismic Monitoring Description of Services
 B - Franklin Quarry Seismic Monitoring Project Background
 C - Summary of Seismic Data – 3rd Quarter 2022
 Figure 1 - Seismic Monitoring, Blasting, and Complaint Locations, 3rd Quarter 2022

ATTACHMENT A

FRANKLIN QUARRY SEISMIC MONITORING DESCRIPTION OF SERVICES

DESCRIPTION OF SERVICES

Direct Observation (Visual) Monitoring

During 2022, Stantec will conduct a total of nine (9) qualitative site visits at the quarry to observe and document whether the site was compliant with operational parameters defined in the existing Planned Development District (PDD) agreements, and to evaluate whether the quarry's general operations are consistent with best management practices employed by other similar quarries. Site visits are a combination of announced and unannounced, but all are conducted during normal business hours. The days of the week and times of the day for the visits vary. The observations will be completed between April and October, when quarry operations are occurring, and airborne dust is more likely. Qualitative data to be collected includes the following:

- Visual observation of all aspects of the mining operation, including but not limited to
 - Trucking operations, in particular pertaining to dust issues along Rawson Avenue
 - Operational issues that may affect local citizens in some form of adverse off-site impact
- Direct air quality observations, including
 - General site and surrounding visual air quality, including opacity, in particular along Rawson Avenue
 - Dust control measures and issues on-site that may affect off-site receptors
 - Dust control issues directly adjacent off-site
 - Any other dust issues that may affect local citizens
- Quarry operations review (for announced visits), including
 - Review of quarry records pertaining to dust control measures and recordkeeping, ensuring that the operator is following standard protocol to minimize off-site impacts, and evaluating how well and how quickly they respond to potential of actual off-site impact situations
 - Comparison of records to stated performance objectives and respective PDD compliance, only as they pertain to dust in general, and along Rawson Avenue in particular

The findings of each visit will be documented on a standard form previously approved by the City. The form will be filled out by hand during each site visit, and then scanned/posted to a project file transfer protocol (FTP) site for review by City representatives. Stantec also will obtain photos to document site or directly adjacent off-site conditions, and short-duration video clips (e.g., showing dust impacts). These photos and videos are also uploaded to the project FTP site.

In addition to the observations and record review, Stantec also will obtain and document on the inspection forms local meteorological conditions that were relevant to the observations (e.g., temperature, wind speed, wind direction, humidity, and precipitation).

Stantec also will notify the City Planning Manager of any condition (pertaining to air or dust monitoring, or other PDD condition) that we become aware of that exceeds the allowances outlined in the PDD. This communication will be completed prior to noon the business day following the day we become aware of any such event.

Seismic Monitoring

Stantec provides remote vibration monitoring by using Nomis Seismographs. Sauls Seismic is subcontracted to operate two separate seismographs, each co-located with two existing Payne & Dolan (Vibra-Tech) monitors located at 7301 S 51st Street, and 5800 W Allwood Drive. Each monitor was pole-mounted and provided with a weatherproof enclosure. Power is provided via an internal battery and an external battery connected to a solar panel. This type of configuration provides continuous (24/7) remote monitoring, allowing Stantec to have access to data anytime via the Internet.

Stantec also will notify the City Planning Manager of any condition (pertaining to blasting, noise or other PDD condition) that we become aware of that exceeded the allowances outlined in the PDD. This communication will be completed prior to noon the business day following the day we become aware of any such event.

Blast Complaint Evaluation

Periodically the City forwards to Stantec specific information pertaining to quarry complaints received. Stantec evaluates each one on a quarterly basis to determine the following corresponding collaborative conditions:

- Off-site dust complaints: weather conditions (wind direction and speed) the day of the complaint
- Off-site seismic complaints: seismic data from both Stantec (if monitoring at the time) and Payne & Dolan placed monitors
- On occasion, the City may request an exceptional blast complaint evaluation if a blast event receives an unusually high number of complaints. A letter report will be issued by Stantec within approximately one week of the request that describes
 - seismic data from both Stantec and Payne & Dolan placed monitors
 - weather conditions (wind direction and speed) the day of the complaint
 - a figure showing location of blast and complaints

ATTACHMENT B

FRANKLIN QUARRY SEISMIC MONITORING PROJECT BACKGROUND

Background Summary

Seismic monitoring was completed to document whether the site was compliant with operational parameters defined in the existing Planned Development District (PDD) agreements. Prior to 2018, Stantec completed a variety of 2, 4, and 8-week seismic monitoring periods. During 2018, Stantec completed one 4-week period and one 16-week period of monitoring. Monitoring consisted of placing a city owned and maintained Instantel MiniMate Plus fixed seismograph equipped with an external geophone at one of two city-established blast monitoring sites or vaults for each period. Seismic data was downloaded once every two weeks. Due to equipment limitations the data could not be downloaded remotely as it occurs (i.e., real time).

In 2019, Stantec provided remote vibration monitoring by using Nomis Seismographs. Sauls Seismic was subcontracted to install two separate seismographs, each co-located with two existing Payne & Dolan (Vibra-Tech) monitors located at 7301 S 51st Street, and 5800 W Allwood Drive. Each monitor was pole-mounted and provided with a weatherproof enclosure. Power was provided via an internal battery and an external battery connected to a solar panel. This type of configuration provided continuous (24/7) remote monitoring, allowing Stantec to have access to data anytime via the Internet.

As contracted by the City for 2022, Stantec is providing remote vibration monitoring using two seismographs co-located with two existing Payne & Dolan (Vibra-Tech) monitors at 7301 S 51st Street and 5800 W Allwood Drive. There is a chance one of these monitors may be moved to an alternate location during 2022. The monitor provided continuous (24/7) remote monitoring. Quarterly summaries of blasting data, comparing the Payne & Dolan (Vibra-Tech) unit recordings, to the Stantec (Sauls Seismic) unit recordings, will be prepared for calendar year 2022.

Per the PDD #23 and #24 Ordinances, 85% of the quarry's blasts within any calendar year must be below the maximum permissible vibration (also referred to as particle or ground velocity) of 0.30 inches per second (in/sec), measured at the closest residence or inhabited structure not owned or controlled by the quarry. This is more stringent than State of Wisconsin regulations (Wisconsin Department of Industry, Labor and Human Relations in ch ILHR 7, Wis. Adm. Code on any blast [new reference now Wis. Adm. Code, Safety and Professional Services (SPS) Chapter 307]) which require quarry operators to report any ground vibration levels to the Wisconsin Department of Natural Resources that are above 0.75 in/sec.

Per the PDD #23 and #24 Ordinances, airblast resulting from P&D blasting shall not exceed 123 dB on at least 85% of its blasts within any single calendar year, measured at the residence or inhabited structure closest to the site of the blast which is not owned or controlled by the Operator. Notwithstanding any other provision in this subsection, the Operator shall not exceed the airblast limitation imposed by Wis. Adm. Code, SPS Ch. 307.

In addition to obtaining and reviewing the blast data from the city-owned, fixed seismograph, Stantec also received data from Payne & Dolan's Vibra-Tech meters, which provided independently monitored Franklin Aggregate blasting data for the entire calendar year. Four monitors are used by Vibra-Tech, three along South 51st Street, and one just south of West Drexel Avenue. This independently monitored data was compared to the Stantec-obtained data.

ATTACHMENT C

SUMMARY OF SEISMIC DATA – 3rd QUARTER 2022

Payne & Dolan Blast Monitoring Data										Stantec Blast Monitoring Data				Comparison of P&D and Stantec Monitoring Data		Complaint Information			Weather (for complaints only)						
Date	Time	Activity Number	General Quarry Blast Location	Monitor Location	Distance (feet)	PPV (in/sec)	AO (dB)	PPV (in/sec)	AO (dB)	Difference in PPV Values	Difference in AO dB Values	Complaints?	#	Primary direction of complaints (from quarry)	Wind Direction	Wind Speed (mph)	Wind Gusts (mph)	Pressure (in)	Humidity (%)	Conditions	Precipitation	Temp. (°F)			
7/7/2022	11:45 AM	40	north	5800 ALLWOOD	3 385	N/D	N/D	N/D	N/D			no													
7/7/2022	11:43 AM	40	north	7301 S 51st Street	1,460	0.058	117.0	0.055	112.8	0.003	4.2														
7/7/2022	11:43 AM	40	north	7526 S 51st Street	1596	0.083	118.0																		
7/7/2022	11:43 AM	40	north	SE of Quarry	2 234	0.033	108.0																		
7/12/2022	10:30 AM	41	north	5800 ALLWOOD	3 765	N/D	N/D	N/D	N/D			no													
7/12/2022	10:30 AM	41	north	7301 S 51st Street	1,130	0.103	110.0	0.103	107.8	0.001	2.2														
7/12/2022	10:30 AM	41	north	7526 S 51st Street	1,598	0.070	116.0																		
7/12/2022	10:30 AM	41	north	SE of Quarry	2,428	0.028	115.0																		
7/14/2022	12:00 PM	42	north	5800 ALLWOOD	3 605	N/D	N/D	N/D	N/D			no													
7/14/2022	12:02 PM	42	north	7301 S 51st Street	1,315	0.040	110.0	0.043	107.80	-0.003	2.2														
7/14/2022	12:02 PM	42	north	7526 S 51st Street	1,644	0.040	112.0																		
7/14/2022	12:02 PM	42	north	SE of Quarry	2,383	0.025	107.0																		
7/18/2022	1:23 PM	43	north	5800 ALLWOOD	3 791	N/D	N/D	N/D	N/D			no													
7/18/2022	1:23 PM	43	north	7301 S 51st Street	1,310	0.050	116.0	0.045	112.1	0.005	3.9														
7/18/2022	1:23 PM	43	north	7526 S 51st Street	1,807	0.035	117.0																		
7/18/2022	1:23 PM	43	north	SE of Quarry	2,589	0.023	110.0																		
7/21/2022	10:24 AM	44	south	5800 ALLWOOD	1,186	0.035	107.0	0.055	100.8	-0.020	6.2	yes	1	south	W	10	none	29.02	49	Mostly Cloudy	none	83			
7/21/2022	10:24 AM	44	south	7301 S 51st Street	3314	N/D	N/D	N/D	N/D																
7/21/2022	10:24 AM	44	south	7526 S 51st Street	2,257	0.048	110.0																		
7/21/2022	10:24 AM	44	south	SE of Quarry	1,400	0.110	108.0																		
7/26/2022	11:15 AM	45	north	5800 ALLWOOD	3 937	N/D	N/D	N/D	N/D			no													
7/26/2022	11:12 AM	45	north	7301 S 51st Street	1,079	0.095	109.0	0.113	106.3	-0.018	2.7														
7/26/2022	11:12 AM	45	north	7526 S 51st Street	1,707	0.048	117.0																		
7/26/2022	11:15 AM	45	north	SE of Quarry	2,585	N/D	N/D	N/D	N/D																
7/29/2022	10:45 AM	46	central	5800 ALLWOOD	3 953	N/D	N/D	N/D	N/D			no													
7/29/2022	10:45 AM	46	central	7301 S 51st Street	1,811	0.045	118.0	0.095		-0.050	118.0														
7/29/2022	10:45 AM	46	central	7526 S 51st Street	2 664	0.025	116.0																		
7/29/2022	10:45 AM	46	central	SE of Quarry	1,176	N/D	N/D																		
8/2/2022	11:15 AM	47	central	5800 ALLWOOD	3 572	N/D	N/D	N/D	N/D			no													
8/2/2022	11:17 AM	47	central	7301 S 51st Street	1,303	0.055	110.0	0.043	106.3	0.013	3.7														
8/2/2022	11:17 AM	47	central	7526 S 51st Street	1,598	0.070	112.0																		
8/2/2022	11:17 AM	47	central	SE of Quarry	2,333	0.038	110.0																		
8/5/2022	1:10 PM	48	central	5800 ALLWOOD	3 683	N/D	N/D	N/D	N/D			no													
8/5/2022	1:05 PM	48	central	7301 S 51st Street	1,255	0.100	105.0	0.093	105.80	0.008	-0.8														
8/5/2022	1:05 PM	48	central	7526 S 51st Street	1,652	0.080	112.0																		
8/5/2022	1:05 PM	48	central	SE of Quarry	2,427	0.038	110.0																		
8/11/2022	11:24 AM	49	central	5800 ALLWOOD	3 873	N/D	N/D	N/D	N/D			no													
8/11/2022	11:24 AM	49	central	7301 S 51st Street	1,039	0.165	110.0	0.158	106.30	0.008	3.7														
8/11/2022	11:24 AM	49	central	7526 S 51st Street	1,609	0.075	110.0																		
8/11/2022	11:24 AM	49	central	SE of Quarry	2,487	0.033	110.0																		
8/11/2022	11:27 AM	50	north	5800 ALLWOOD	4 285	N/D	N/D	N/D	N/D			no													
8/11/2022	11:27 AM	50	north	7301 S 51st Street	1,204	0.048	110.0	0.063	105.8	-0.015	4.2														
8/11/2022	11:27 AM	50	north	7526 S 51st Street	2,073	N/D	N/D																		
8/11/2022	11:27 AM	50	north	SE of Quarry	2,988	N/D	N/D																		

Payne & Dolan Blast Monitoring Data						Stantec Blast Monitoring Data				Comparison of P&D and Stantec Monitoring Data		Complaint Information					Weather (for complaints only)						
Date	Time	Activity Number	General Quarry Blast Location	Monitor Location	Distance (feet)	PPV (in/sec)	AO (dB)	PPV (in/sec)	AO (dB)	Difference in PPV Values	Difference in AO dB Values	Complaints?	#	Primary direction of complaints (from quarry)	Wind Direction (mph)	Wind Speed (mph)	Wind Gusts (mph)	Pressure (in)	Humidity (%)	Conditions	Precipitation	Temp. (°F)	
8/16/2022	12:15 PM	51	central	5800 ALLWOOD	3,867	N/D	N/D	N/D	N/D			no											
8/16/2022	12:20 PM	51	central	7301 S 51st Street	1,135	0.150	112.0	0.170	110.0	-0.020	2.0												
8/16/2022	12:20 PM	51	central	7526 S 51st Street	1,700	0.073	117.0																
8/16/2022	12:20 PM	51	central	SE of Quarry	2,548	0.023	114.0																
8/18/2022	11:30 AM	52	north	5800 ALLWOOD	4,285	N/D	N/D	N/D	N/D			no											
8/18/2022	11:29 AM	52	north	7301 S 51st Street	1,204	0.098	105.0	0.088	105.3	0.011	0.7												
8/18/2022	11:29 AM	52	north	7526 S 51st Street	2,073	0.035	109.0																
8/18/2022	11:30 AM	52	north	SE of Quarry	2,988	N/D	N/D																
8/22/2022	11:45 AM	53	central	5800 ALLWOOD	3,925	N/D	N/D	N/D	N/D			no											
8/22/2022	11:40 AM	53	central	7301 S 51st Street	1,088	0.163	114.0	0.135	111.8	0.028	2.2												
8/22/2022	11:40 AM	53	central	7526 S 51st Street	1,706	0.093	121.0																
8/22/2022	11:40 AM	53	central	SE of Quarry	2,578	0.028	116.0																
8/24/2022	1:00 PM	54	north	5800 ALLWOOD	4,070	N/D	N/D	N/D	N/D			no											
8/24/2022	1:04 PM	54	north	7301 S 51st Street	1,544	0.050	111.0	0.048	108.2	0.003	2.8												
8/24/2022	1:00 PM	54	north	7526 S 51st Street	2,217	N/D	N/D																
8/24/2022	1:00 PM	54	north	SE of Quarry	3,002	N/D	N/D																
8/26/2022	12:30 PM	55	central	5800 ALLWOOD	3,800	N/D	N/D	N/D	N/D			no											
8/26/2022	12:30 PM	55	central	7301 S 51st Street	1,248	0.193	111.0	0.170	108.2	0.023	2.8												
8/26/2022	12:30 PM	55	central	7526 S 51st Street	1,753	0.085	117.0																
8/26/2022	12:30 PM	55	central	SE of Quarry	2,554	0.030	113.0																
8/30/2022	12:09 PM	56	central	5800 ALLWOOD	3,821	0.023	109.0	N/D	N/D			no											
8/30/2022	12:08 PM	56	central	7301 S 51st Street	1,259	0.103	113.0	0.090	113.1	0.013	0.1												
8/30/2022	12:08 PM	56	central	7526 S 51st Street	1,782	0.083	117.0																
8/30/2022	12:09 PM	56	central	SE of Quarry	2,585	0.045	114.0																
9/1/2022	12:47 PM	57	north	5800 ALLWOOD	4,069	N/D	N/D	N/D	N/D			no											
9/1/2022	12:47 PM	57	north	7301 S 51st Street	1,544	N/D	N/D	N/D	N/D														
9/1/2022	12:47 PM	57	north	7526 S 51st Street	2,216	N/D	N/D	N/D	N/D														
9/1/2022	11:15 AM	58	north	SE of Quarry	3,001	N/D	N/D																
9/7/2022	11:12 AM	58	north	5800 ALLWOOD	3,863	N/D	N/D	N/D	N/D			no											
9/7/2022	11:12 AM	58	north	7301 S 51st Street	1,326	0.128	112.0	0.136	110.2	-0.008	1.8												
9/7/2022	11:12 AM	58	north	7526 S 51st Street	1,880	0.113	119.0																
9/7/2022	11:12 AM	58	north	SE of Quarry	2,673	0.025	119.0																
9/9/2022	12:02 PM	59	north	5800 ALLWOOD	4,123	N/D	N/D	N/D	N/D			no											
9/9/2022	12:00 PM	59	north	7301 S 51st Street	1,542	0.060	111.0	0.083	106.0	0.023	5.0												
9/9/2022	12:00 PM	59	north	7526 S 51st Street	2,247	0.030	111.0																
9/9/2022	12:02 PM	59	north	SE of Quarry	3,046	N/D	N/D																
9/14/2022	11:24 AM	60	north	5800 ALLWOOD	4,078	N/D	N/D	N/D	N/D			no											
9/14/2022	11:24 AM	60	north	7301 S 51st Street	1,778	0.050	108.0	0.060	104.2	-0.010	3.8												
9/14/2022	11:24 AM	60	north	7526 S 51st Street	2,419	0.035	109.0																
9/14/2022	11:20 AM	60	north	SE of Quarry	3,150	N/D	N/D																
9/21/2022	11:00 AM	61	north	5800 ALLWOOD	3,874	0.023	105.0	N/D	N/D			yes	1	east	NW	13	24	29.12	48	Fair	none	77	
9/21/2022	11:00 AM	61	north	7301 S 51st Street	1,330	0.130	119.0	0.090	115.9	0.040	3.1												
9/21/2022	11:00 AM	61	north	7526 S 51st Street	1,892	0.090	119.0																
9/21/2022	11:00 AM	61	north	SE of Quarry	2,686	0.040	115.0																

Payne & Dolan Blast Monitoring Data				Stantec Blast Monitoring Data				Comparison of P&D and Stantec Monitoring Data		Complaint Information		Weather (for complaints only)											
Date	Time	Activity Number	General Quarry Blast Location	Monitor Location	Distance (feet)	ppv (in/sec)	AO (dB)	ppv (in/sec)	AO (dB)	Difference in PPV Values	Difference in AO dB Values	Complaints?	#	Primary direction of complaints (from quarry)	Wind Direction (mph)	Wind Speed (mph)	Wind Gusts (mph)	Pressure (in)	Humidity (%)	Conditions	Precipitation	Temp (°F)	
9/23/2022	12:52 PM	62	south	5800 ALLWOOD	1,495	0.073	107.0	0.068	101.9	0.005	5.1	no											
9/23/2022	1:00 PM	62	south	7301 S 51st Street	3019	N/D	N/D	N/D	N/D														
9/23/2022	12:52 PM	62	south	7526 S 51st Street	1,945	0.065	96.0																
9/23/2022	12:52 PM	62	south	SE of Quarry	1,137	0.120	106.0																
9/28/2022	1:21 PM	63	north	5800 ALLWOOD	4,237	N/D	N/D	N/D	N/D			no											
9/28/2022	1:24 PM	63	north	7301 S 51st Street	1,430	0.090	111.0	0.090	115.9	0.000	-4.9												
9/28/2022	1:21 PM	63	north	7526 S 51st Street	2,224	N/D	N/D																
9/28/2022	1:11 AM	64	north	SE of Quarry	3,075	N/D	N/D																
9/29/2022	11:11 AM	64	north	5800 ALLWOOD	3,807	0.025	104.0	N/D	N/D														
9/29/2022	11:11 AM	64	north	7301 S 51st Street	1,328	0.108	118.0	N/D	N/D														
9/29/2022	11:11 AM	64	north	7526 S 51st Street	1,837	0.113	118.0																
9/29/2022	11:11 AM	64	north	SE of Quarry	2,617	0.043	111.0																
9/29/2022	2:43 PM	65	south	5800 ALLWOOD	1,303	0.070	112.0	0.085	97.5	-0.015	14.5	yes	2	south	ESE	9	none	29.67	60	Mostly Cloudy	none	59	
9/29/2022	2:43 PM	65	south	7301 S 51st Street	3,705	N/D	N/D	0.105	114.4														
9/29/2022	2:43 PM	65	south	7526 S 51st Street	2,137	0.068	108.0																
9/29/2022	2:43 PM	65	south	SE of Quarry	1,290	0.103	113.0																
Totals		26	blast events										4	events with complaints / total complaints									

Notes

Shaded cells do not have a meter in that location
 N/D = not detected / meter did not detect blast

FIGURE 1

SEISMIC MONITORING, BLASTING, AND COMPLAINT LOCATIONS, 3rd QUARTER 2022

Figure No
1

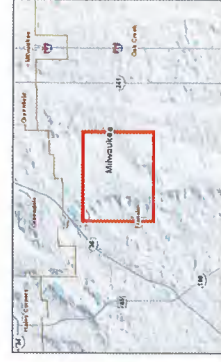
Seismic Monitoring, Blasting, and Complaint Locations - 3rd Quarter 2022

Client/Project
City of Franklin
Vicinity of Payne and Dolan Quarry

Prepared by A/E/C on 2022-10-31
Reviewed by A/E/C on 2022-10-31
R. B. M. on 2022-10-31



- Legend
- Seismic Monitoring Location
- (A) Vbra-Tech(VT1) and Stantec(S1)
 - (B) Vbra-Tech(VT2)
 - (C) Vbra-Tech(VT3)
 - (D) Vbra-Tech(VT4) and Stantec(S2)
- Blast Location
- Non-complaint Blast Location
 - Blast #44
 - Blast #61
 - Blast #65
 - Blast Complaint
 - ▲ Blast #44
 - ▲ Blast #61
 - ▲ Blast #65



DATA
1. Aerial Imagery: 2022, GeoEye, GeoEye.com
2. Data Source: Aerial, GeoEye, GeoEye.com
3. Orthophotography: 2020, Minuteman Co., WRB/C





Stantec Consulting Services Inc.
12080 Corporate Parkway, Suite 200
Mequon Wisconsin 54092
Tel (262) 241-4466

January 10, 2023

Regulo Martínez-Montilva
Principal Planner - Department of City Development
City of Franklin
9229 W Loomis Road
Franklin, Wisconsin 53132
HEddy@franklinwi.gov

Reference: City of Franklin, WI – Franklin Aggregates Quarry Monitoring Summary
Period: 4th Quarter 2022
Stantec Project: 193707487

Dear Mr. Martínez-Montilva

The enclosed information summarizes monitoring activities completed during the third quarter of 2022 by Stantec Consulting Services Inc. (Stantec) pertaining to the Franklin Aggregates, Inc. quarry (owned by Payne & Dolan, Inc.) located at 6211 W Rawson Avenue, Franklin, Wisconsin (the Quarry). Stantec was retained by the City of Franklin to conduct a combination of direct observation (visual) monitoring, seismic monitoring of the quarry operations, and evaluation of citizen complaints. Separate descriptions of services and project background are provided in Attachments A and B, respectively. This letter summarizes the results.

Direct Observation (Visual) Monitoring

Copies of completed observation forms are prepared and posted to the project Teams site for review by City representatives. Copies of individual reports are not provided with this summary report.

One observation event was completed during the monitoring period, an unannounced inspection on October 19 which was limited to the perimeter of the quarry. During the visit, minimal to no dust was observed on Rawson Avenue from trucks that were departing the site. Significant amounts of dirt or stone were not observed on Rawson Avenue. The street sweeper was observed operating on Rawson Avenue on the inspection. No noticeable dust or debris was observed on other roads surrounding the quarry.

Seismic Monitoring

As contracted by the City, Stantec provided remote vibration monitoring using two seismographs co-located with two existing Payne & Dolan (Vibra-Tech) monitors at 7301 S 51st Street (VT1 and S1) and 5800 W Allwood Drive (VT4 and S2). The monitoring provides continuous (24/7) remote monitoring. Payne & Dolan also has monitors at 7526 S 51st Street (VT2) and southeast of the quarry (VT3). Summaries of blasting data, comparing the Payne & Dolan unit recordings to the Stantec (Sauls Seismic) unit recordings, were prepared for the quarter, and are presented in Attachment C. Figure 1 illustrates the locations of the blasts in the quarter.

Highlights of the seismic data include the following:

- Between October 1 and December 31, 2022, a total of eighteen blasting events occurred. Thirteen of eighteen (72.2%) of these blasts were confirmed by the Stantec monitors.
- Per the Planned Development District agreements (PDD), 85% of the quarry's blasts within any calendar year must be below the maximum permissible vibration (of 0.30 inches per second (in/sec), measured at the closest residence or inhabited structure not owned or controlled by the quarry). This is more stringent than State of Wisconsin regulations which require quarry operators to report any ground vibration levels to the Wisconsin Department of Natural Resources that are above 0.75 in/sec.

- None of the blasting events measured by Payne & Dolan or Stantec had a vibration greater than 0.30 in/sec, thus 100% of the quarry's blasts were below this level. This is in conformance with the PDD.
- Per the PDD, airblast resulting from P&D blasting shall not exceed 123 dB on at least 85% of its blasts within any single calendar year, measured at the residence or inhabited structure closest to the site of the blast which is not owned or controlled by the Operator. Notwithstanding any other provision in this subsection, the Operator shall not exceed the airblast limitation imposed by Wis Adm Code, SPS Ch 307.
 - None of the blasting events measured by Payne & Dolan or Stantec had an air overpressure (AO) greater than 123dB (one blasting event on 10/10/22 had an AO of 123dB), thus 100% of the quarry's blasts this quarter were below this level. This is in conformance with the PDD.
 - Annually, there have been 83 total blasts through the fourth quarter of 2022. One blast in first quarter had an AO over 123dB. For 2022 year to date, 98.8% of the blasts have been under 123dB, which is in conformance with the PDD.
- The corresponding blast data measured by Stantec with the Sauls Seismic monitors generally aligned with the readings at each Payne & Dolan sponsored Vibra-Tech monitors. There were some larger differences in the AO readings. It should be noted that in addition to the fact the monitors are produced by different manufacturers, there are a variety of variables that can influence actual PPV readings. The Sauls Seismic monitors were recalibrated in the late summer/early fall 2022 (5800 W Allwood Dr on 9/15/22 and 7301 S 51st St on 8/23/22), calibration is typically completed annually.
- In general, the largest blast readings at each monitor appear to correlate with the proximity of the nearest adjacent blast location.

Blast Complaint Evaluation

A compilation of all blast events and complaints received by Stantec for the period October 1 through December 31, 2022, is provided as Attachment C. Note that Attachment C does not provide the actual complainant details (name, address, and phone number) if known, it was decided to have this information remain confidential in this report. However, complainant identity may be released upon public records request to the City of Franklin. The locations of all blasts and complaints are shown on Figure 1. The following highlights the results of the complaint evaluation.

Complaints - General

- 7 complaints (formally submitted) – total
- 2 complaints (informally submitted, e.g., phone call) – one with no location provided
- 0 complaints – regarding noise
- 0 complaints – regarding dust
- 0 complaints – miscellaneous
- 9 complaints – regarding vibration

Complaints – Blast Related

- 9 complaints – corresponding to actual blast events (informal complaint was a voicemail message with limited information provided about 2 hours after a blast event)
- 0 complaints – not corresponding to actual blast events
- 7 complaints – complainant location identified

- 6 households that complained once
- 1 household that complained twice
- 2 complaints – no name and address provided (requested confidentiality or no location given for informal complaint)

Summary of Complaint Comments – Blast Related

- October 10, 2022 (there were two blasts in a short time period, complaints appear to be from the first blast)
 - Extremely large quarry blast Shook whole house Several car alarms in the area went off One of the worst I've experienced in over 20 years
 - Shook the entire house Pull cords on lamps were shaking
- October 31, 2022
 - I was inside my house The windows rattled, and I heard and felt the blast All of the windows were shut
 - Shook house and the furniture we were sitting on
- November 10, 2022
 - Complete house shook Pictures moved, dogs were scared, water in a glass was moving
- December 19, 2022
 - Longer sustained rumbling blast shook our home Doors, windows rattled
 - This was much more significant than we have experienced in the recent past The whole house shook Items visibly shook and moved

Complaints (non-anonymous, confirmed blast related) - Locations

- 0 complaint – east of 51st Street
- 7 complaints – south of Drexel Avenue
- 0 complaints – west of Root River

Blast Events

- 18 blast events - during monitoring period 2Q2022 (shot numbers 66 through 83)
- 4 blast events - corresponding to complaints
 - 0 weather rain
 - 2 weather haze, partly to mostly cloudy, or cloudy
 - 2 weather clear, fair, or scattered clouds
 - 3 time prior to 12 00 pm (noon)
 - 1 time after 12 00 pm
- 1 blast events with one complaint
- 1 blast event with two complaints
- 2 blast events with three complaints

Quarry Blast Locations Producing Complaints

- 4 southern area of quarry
- 0 central area of quarry
- 0 northern area of quarry



January 10, 2023

Page 4 of 4

Reference City of Franklin WI – Franklin Aggregates Quarry Monitoring Summary Period 4Q2022

Upon review of these results outlined above, on Figure 1, and in Attachment C, the following observations are made

- Very few, if any, quarry operational complaints are made regarding dust or truck traffic. Most complaints focus on quarry blasting and resulting ground vibrations.
- All of the complaints in this quarter originate from residences south of Drexel Avenue, these blasts were in the southern portion of the quarry.
- No blast this quarter had more than three complaints.
- No complaints came from west of the Root River.
- Due to increased number of employees now working from home, residents may have been at home more during the day than in years prior to 2020. However, this is essentially the “new normal”.

Please feel free to contact Mike Roznowski at 920-278-3200 or mike.roznowski@stantec.com, or Kristen Gunderson-Inden at 262-665-3447 or kristen.gunderson-inden@stantec.com if you have any questions.

Respectfully,

STANTEC CONSULTING SERVICES INC.

Kristen Gunderson-Inden
Senior Environmental Scientist

Michael B. Roznowski, CHMM
Senior Principal

Attachments A - Franklin Quarry Seismic Monitoring Description of Services
 B - Franklin Quarry Seismic Monitoring Project Background
 C - Summary of Seismic Data – 4th Quarter 2022
 Figure 1 - Seismic Monitoring, Blasting, and Complaint Locations, 4th Quarter 2022

ATTACHMENT A

FRANKLIN QUARRY SEISMIC MONITORING DESCRIPTION OF SERVICES

DESCRIPTION OF SERVICES

Direct Observation (Visual) Monitoring

During 2022, Stantec will conduct a total of nine (9) qualitative site visits at the quarry to observe and document whether the site was compliant with operational parameters defined in the existing Planned Development District (PDD) agreements, and to evaluate whether the quarry's general operations are consistent with best management practices employed by other similar quarries. Site visits are a combination of announced and unannounced, but all are conducted during normal business hours. The days of the week and times of the day for the visits vary. The observations will be completed between April and October, when quarry operations are occurring, and airborne dust is more likely. Qualitative data to be collected includes the following:

- Visual observation of all aspects of the mining operation, including but not limited to
 - Trucking operations, in particular pertaining to dust issues along Rawson Avenue
 - Operational issues that may affect local citizens in some form of adverse off-site impact
- Direct air quality observations, including
 - General site and surrounding visual air quality, including opacity, in particular along Rawson Avenue
 - Dust control measures and issues on-site that may affect off-site receptors
 - Dust control issues directly adjacent off-site
 - Any other dust issues that may affect local citizens
- Quarry operations review (for announced visits), including
 - Review of quarry records pertaining to dust control measures and recordkeeping, ensuring that the operator is following standard protocol to minimize off-site impacts, and evaluating how well and how quickly they respond to potential of actual off-site impact situations
 - Comparison of records to stated performance objectives and respective PDD compliance, only as they pertain to dust in general, and along Rawson Avenue in particular

The findings of each visit will be documented on a standard form previously approved by the City. The form will be filled out by hand during each site visit, and then scanned/posted to a project file transfer protocol (FTP) site for review by City representatives. Stantec also will obtain photos to document site or directly adjacent off-site conditions, and short-duration video clips (e.g., showing dust impacts). These photos and videos are also uploaded to the project FTP site.

In addition to the observations and record review, Stantec also will obtain and document on the inspection forms local meteorological conditions that were relevant to the observations (e.g., temperature, wind speed, wind direction, humidity, and precipitation).

Stantec also will notify the City Planning Manager of any condition (pertaining to air or dust monitoring, or other PDD condition) that we become aware of that exceeds the allowances outlined in the PDD. This communication will be completed prior to noon the business day following the day we become aware of any such event.

Seismic Monitoring

Stantec provides remote vibration monitoring by using Nomis Seismographs. Sauls Seismic is subcontracted to operate two separate seismographs, each co-located with two existing Payne & Dolan (Vibra-Tech) monitors located at 7301 S 51st Street, and 5800 W Allwood Drive. Each monitor was pole-mounted and provided with a weatherproof enclosure. Power is provided via an internal battery and an external battery connected to a solar panel. This type of configuration provides continuous (24/7) remote monitoring, allowing Stantec to have access to data anytime via the Internet.

Stantec also will notify the City Planning Manager of any condition (pertaining to blasting, noise or other PDD condition) that we become aware of that exceeded the allowances outlined in the PDD. This communication will be completed prior to noon the business day following the day we become aware of any such event.

Blast Complaint Evaluation

Periodically the City forwards to Stantec specific information pertaining to quarry complaints received. Stantec evaluates each one on a quarterly basis to determine the following corresponding collaborative conditions:

- Off-site dust complaints: weather conditions (wind direction and speed) the day of the complaint
- Off-site seismic complaints: seismic data from both Stantec (if monitoring at the time) and Payne & Dolan placed monitors
- On occasion, the City may request an exceptional blast complaint evaluation if a blast event receives an unusually high number of complaints. A letter report will be issued by Stantec within approximately one week of the request that describes
 - seismic data from both Stantec and Payne & Dolan placed monitors
 - weather conditions (wind direction and speed) the day of the complaint
 - a figure showing location of blast and complaints

ATTACHMENT B

FRANKLIN QUARRY SEISMIC MONITORING PROJECT BACKGROUND

Background Summary

Seismic monitoring was completed to document whether the site was compliant with operational parameters defined in the existing Planned Development District (PDD) agreements. Prior to 2018, Stantec completed a variety of 2, 4, and 8-week seismic monitoring periods. During 2018, Stantec completed one 4-week period and one 16-week period of monitoring. Monitoring consisted of placing a city owned and maintained Instantel MiniMate Plus fixed seismograph equipped with an external geophone at one of two city-established blast monitoring sites or vaults for each period. Seismic data was downloaded once every two weeks. Due to equipment limitations the data could not be downloaded remotely as it occurs (i.e., real time).

In 2019, Stantec provided remote vibration monitoring by using Nomis Seismographs. Sauls Seismic was subcontracted to install two separate seismographs, each co-located with two existing Payne & Dolan (Vibra-Tech) monitors located at 7301 S 51st Street, and 5800 W Allwood Drive. Each monitor was pole-mounted and provided with a weatherproof enclosure. Power was provided via an internal battery and an external battery connected to a solar panel. This type of configuration provided continuous (24/7) remote monitoring, allowing Stantec to have access to data anytime via the Internet.

As contracted by the City for 2022, Stantec is providing remote vibration monitoring using two seismographs co-located with two existing Payne & Dolan (Vibra-Tech) monitors at 7301 S 51st Street and 5800 W Allwood Drive. There is a chance one of these monitors may be moved to an alternate location during 2022. The monitor provided continuous (24/7) remote monitoring. Quarterly summaries of blasting data, comparing the Payne & Dolan (Vibra-Tech) unit recordings, to the Stantec (Sauls Seismic) unit recordings, will be prepared for calendar year 2022.

Per the PDD #23 and #24 Ordinances, 85% of the quarry's blasts within any calendar year must be below the maximum permissible vibration (also referred to as particle or ground velocity) of 0.30 inches per second (in/sec), measured at the closest residence or inhabited structure not owned or controlled by the quarry. This is more stringent than State of Wisconsin regulations (Wisconsin Department of Industry, Labor and Human Relations in ch ILHR 7, Wis Adm Code on any blast [new reference now Wis Adm Code, Safety and Professional Services (SPS) Chapter 307]) which require quarry operators to report any ground vibration levels to the Wisconsin Department of Natural Resources that are above 0.75 in/sec.

Per the PDD #23 and #24 Ordinances, airblast resulting from P&D blasting shall not exceed 123 dB on at least 85% of its blasts within any single calendar year, measured at the residence or inhabited structure closest to the site of the blast which is not owned or controlled by the Operator. Notwithstanding any other provision in this subsection, the Operator shall not exceed the airblast limitation imposed by Wis Adm Code, SPS Ch 307.

In addition to obtaining and reviewing the blast data from the city-owned, fixed seismograph, Stantec also received data from Payne & Dolan's Vibra-Tech meters, which provided independently monitored Franklin Aggregate blasting data for the entire calendar year. Four monitors are used by Vibra-Tech, three along South 51st Street, and one just south of West Drexel Avenue. This independently monitored data was compared to the Stantec-obtained data.

ATTACHMENT C

SUMMARY OF SEISMIC DATA – 4th QUARTER 2022

Payne & Dolan Blast Monitoring Data					Stantec Blast Monitoring Data		Comparison of P&D and Stantec Monitoring Data		Complaint Information			Weather (for complaints only)											
Date	Time	Activity Number	General Quarry Blast Location	Monitor Location	Distance (feet)	PPV (in/sec)	AO (dB)	PPV (in/sec)	AO (dB)	Difference in PPV Values	Difference in AO dB Values	Complaints?	#	Primary direction of complaints (from quarry)	Wind Direction (mph)	Wind Speed (mph)	Wind Gusts (mph)	Pressure (in)	Humidity (%)	Conditions	Precipitation	Temp. (°F)	
10/4/22	12:25 PM	66	North	5800 ALLWOOD	3 895	N/D	N/D	N/D	N/D			No											
10/4/22	12:27 PM	66	North	7301 S 51st Street	1 319	0.143	110.0	0.148	106.6	0.00	3.4												
10/4/22	12:27 PM	66	North	7526 S 51st Street	1 899	0.068	115.0																
10/4/22	12:27 PM	65	North	SE of Quarry	2 701	0.023	112.0																
10/4/22	12:39 PM	67	North	5800 ALLWOOD	4 194	N/D	N/D	N/D	N/D			No											
10/4/22	12:39 PM	67	North	7301 S 51st Street	1 523	0.043	112.0	0.043	109.2	0.00	2.8												
10/4/22	12:39 PM	67	North	7526 S 51st Street	2 274	N/D	N/D																
10/4/22	12:39 PM	67	North	SE of Quarry	3 033	N/D	N/D																
10/10/22	12:32 PM	68	South	5800 ALLWOOD	1 618	0.080	108.0	0.055	104.9	0.02	3.1	Yes	3	South	NE	9	none	29.41	70	Fair	none	61	
10/10/22	12:32 PM	68	South	7301 S 51st Street	2 872	N/D	N/D	N/D	N/D														
10/10/22	12:32 PM	68	South	7526 S 51st Street	1 853	0.055	104.0																
10/10/22	12:32 PM	68	South	SE of Quarry	1 188	0.143	108.0																
10/10/22	12:38 PM	69	North	5800 ALLWOOD	4 135	N/D	N/D	N/D	N/D			No											
10/10/22	12:38 PM	69	North	7301 S 51st Street	1 601	0.088	123.0	0.090	119.2	0.00	3.8												
10/10/22	12:38 PM	69	North	7526 S 51st Street	2 303	0.133	120.0																
10/10/22	12:38 PM	69	North	SE of Quarry	3 090	0.093	114.0																
10/14/22	1:45 PM	70	North	5800 ALLWOOD	3 805	N/D	N/D	N/D	N/D			No											
10/14/22	1:43 PM	70	North	7301 S 51st Street	1 453	0.125	115.0	0.128	112.3	0.00	2.7												
10/14/22	1:43 PM	70	North	7526 S 51st Street	1 966	0.073	115.0																
10/14/22	1:43 PM	70	North	SE of Quarry	2 708	0.023	111.0																
10/24/22	9:40 AM	71	South	5800 ALLWOOD	2 011	N/D	N/D	N/D	N/D			No											
10/24/22	9:40 AM	71	South	7301 S 51st Street	2 476	N/D	N/D	N/D	N/D														
10/24/22	9:40 AM	71	South	7526 S 51st Street	1 527	N/D	N/D																
10/24/22	9:36 AM	71	South	SE of Quarry	1 105	0.055	103.0																
10/27/22	10:20 AM	72	South	5800 ALLWOOD	1 615	0.045	102.0	0.053	95.9	-0.01	6.1												
10/27/22	10:20 AM	72	South	7301 S 51st Street	2 877	N/D	N/D	N/D	N/D														
10/27/22	10:20 AM	72	South	7526 S 51st Street	1 945	0.060	98.0																
10/27/22	10:20 AM	72	South	SE of Quarry	1 358	0.065	110.0																
10/31/22	11:45 AM	73	South	5800 ALLWOOD	1 566	0.053	113.0	0.048	106.6	0.01	6.4	Yes	2	South	N	7	none	29.07	58	Cloudy	none	61	
10/31/22	11:45 AM	73	South	7301 S 51st Street	2 937	N/D	N/D	N/D	N/D														
10/31/22	11:45 AM	73	South	7526 S 51st Street	1 884	0.095	106.0																
10/31/22	11:45 AM	73	South	SE of Quarry	1 129	0.118	108.0																
11/4/22	11:50 AM	74	South	5800 ALLWOOD	1 972	0.043	114.0	0.040	108.4	0.00	5.6												
11/4/22	11:50 AM	74	South	7301 S 51st Street	2 554	N/D	N/D	N/D	N/D														
11/4/22	11:50 AM	74	South	7526 S 51st Street	1 476	0.055	108.0																
11/4/22	11:50 AM	74	South	SE of Quarry	861	0.130	113.0																
11/10/22	10:50 AM	75	South	5800 ALLWOOD	1 782	0.053	111.0	0.058	104.2	0.00	6.8	Yes	1	South	SSW	17	26	29.15	57	Fair	none	58	
11/10/22	10:50 AM	75	South	7301 S 51st Street	2 707	0.035	108.0	N/D	N/D														
11/10/22	10:50 AM	75	South	7526 S 51st Street	1 725	0.085	107.0																
11/10/22	10:50 AM	75	South	SE of Quarry	1 149	0.193	109.0																
11/11/22	1:02 PM	76	South	5800 ALLWOOD	1 864	0.045	112.0	0.043	106.0	0.00	6.0												
11/11/22	1:00 PM	76	South	7301 S 51st Street	2 629	N/D	N/D	N/D	N/D														
11/11/22	1:02 PM	76	South	7526 S 51st Street	1 625	0.075	106.0																
11/11/22	1:02 PM	76	South	SE of Quarry	1 059	0.145	110.0																

Payne & Dolan Blast Monitoring Data				Stantec Blast Monitoring Data					Comparison of P&D and Stantec Monitoring Data		Complaint Information			Weather (for complaints only)									
Date	Time	Activity Number	General Quarry Blast Location	Monitor Location	Distance (feet)	PPV (in/sec)	AO (dB)	PPV (in/sec)	AO (dB)	Difference in PPV Values	Difference in AO dB Values	Complaints?	#	Primary direction of complaints (from quarry)	Wind Direction	Wind Speed (mph)	Wind Gusts (mph)	Pressure (in)	Humidity (%)	Conditions	Precipitation	Temp. (°F)	
11/15/22	11:45 AM	77	North	5800 ALLWOOD	3,722	N/D	N/D	N/D	N/D			No											
11/15/22	11:45 AM	77	North	7301 S 51st Street	1,281	0.155	111.0	0.140	102.8	0.02	8.2												
11/15/22	11:45 AM	77	North	7526 S 51st Street	1,718	0.078	119.0																
11/15/22	11:45 AM	77	North	SE of Quarry	2,493	0.028	117.0																
11/16/22	10:00 AM	78	South	5800 ALLWOOD	1,794	N/D	N/D	N/D	N/D			No											
11/16/22	10:00 AM	78	South	7301 S 51st Street	2,693	N/D	N/D	N/D	N/D														
11/16/22	9:53 AM	78	South	7526 S 51st Street	1,742	0.035	93.0																
11/16/22	9:53 AM	78	South	SE of Quarry	1,205	0.100	103.0																
11/22/22	9:55 AM	79	South	5800 ALLWOOD	1,673	N/D	N/D	N/D	N/D														
11/22/22	9:55 AM	79	South	7301 S 51st Street	2,862	N/D	N/D	N/D	N/D														
11/22/22	9:54 AM	79	South	7526 S 51st Street	1,762	0.035	95.0																
11/22/22	11:05 AM	80	North	SE of Quarry	969	0.103	105.0																
11/22/22	11:05 AM	80	North	5800 ALLWOOD	4,023	N/D	N/D	N/D	N/D														
11/22/22	11:05 AM	80	North	7301 S 51st Street	1,730	0.050	114.0	0.050	110.6	0.00	3.4												
11/22/22	11:05 AM	80	North	7526 S 51st Street	2,346	N/D	N/D																
11/22/22	11:05 AM	80	North	SE of Quarry	3,074	N/D	N/D																
12/1/22	11:22 AM	81	North	5800 ALLWOOD	4,003	N/D	N/D	N/D	N/D														
12/1/22	11:22 AM	81	North	7301 S 51st Street	1,703	0.040	118.0	N/D	N/D														
12/1/22	11:22 AM	81	North	7526 S 51st Street	2,311	N/D	N/D																
12/1/22	11:22 AM	81	North	SE of Quarry	3,041	N/D	N/D																
12/8/22	12:15 PM	82	North	5800 ALLWOOD	1,894	0.033	113.0	N/D	N/D														
12/8/22	12:17 PM	82	North	7301 S 51st Street	2,442	N/D	N/D	N/D	N/D														
12/8/22	12:15 PM	82	North	SE of Quarry	3,110	N/D	N/D																
12/19/22	11:05 AM	83	South	5800 ALLWOOD	1,519	0.070	107.0	0.070	98.8	0.00	8.2												
12/19/22	11:05 AM	83	South	7301 S 51st Street	2,977	N/D	N/D	N/D	N/D														
12/19/22	11:05 AM	83	South	7526 S 51st Street	2,041	0.048	101.0																
12/19/22	11:05 AM	83	South	SE of Quarry	1418	0.050	110.0																

Totals 18

4	9
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Notes: Shaded cells do not have a meter in that location
N/D = not detected meter did not detect blast

FIGURE 1

SEISMIC MONITORING, BLASTING, AND COMPLAINT LOCATIONS, 4th QUARTER 2022

Figure No. 1

Seismic Monitoring, Blasting, and Complaint Locations - 4th Quarter 2022

Client/Project: City of Franklin
 Vicinity of Payne and Dolan Quarry

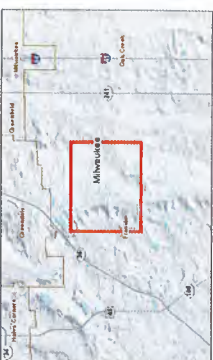
Prepared by: AUS on 2023-01-10
 R: by AUS on 2023-01-10
 P: by AUS on 2023-01-10

Project Location: C. of Franklin, Wisconsin Co., WI

183707427



- Legend**
- Seismic Monitoring Location**
- Ⓐ Vbra-Tech(VT1) and Slanted(S1)
 - Ⓑ Vbra-Tech(VT2)
 - Ⓒ Vbra-Tech(VT3)
 - Ⓓ Vbra-Tech(VT4) and Slanted(S2)
- Blast Location**
- Non-Compliant Blast Location
 - Blast #68
 - Blast #73
 - Blast #75
 - Blast #83
- Blast Complaint**
- ▲ Blast #68
 - ▲ Blast #73
 - ▲ Blast #75
 - ▲ Blast #83




82621
 1. Coordinate System: IAD 1983 StatePlane Wisconsin South FIPS 4803 Feet
 2. Orthorectification: 2020 Milwaukee Co., WI/OC



Disclaimer: This document has been prepared based on information provided by others as cited in the Notes section. Stantec has not verified the accuracy and/or completeness of this information and shall not be responsible for any errors or omissions which may be incorporated herein as a result. Stantec assumes no responsibility for data supplied on electronic forms, and the recipient accepts full responsibility for verifying the accuracy and completeness of the data.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE February 20, 2023
Reports & Recommendations	Update to Item D from the February 6, 2023 Committee of the Whole Meeting “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.’”	ITEM NO. G.11.

BACKGROUND

This topic was presented at the November 1, 2022 Common Council meeting (G.11) and tabled to the February 6, 2023 Committee of the Whole meeting. The topic was discussed in detail on February 6, 2023 at the Committee of the Whole meeting (Item D) and at the February 7, 2023 Common Council meeting (G.22c) it was tabled to the February 21, 2023 Common Council meeting.

Engineering Staff met with Planning Staff and the consultants, Houseal Lavigne Associates, LLC and Birchline Planning, LLC, working on the Unified Development Ordinance (UDO) re-write. The meeting was to discuss the status of UDO 15-8.0300 “Construction Site Erosion” in regards to the re-write process.

ANALYSIS

Staff’s conclusion after meeting with Planning and the consultants was that it would be in the best interest of the City to bring 15-8.0300 and 15-8.0600 “Stormwater Management” into the Municipal Code, rather than perpetuating them into the UDO re-write. This will allow for a more comprehensive coverage of construction site erosion and stormwater management in the Municipal Code and avoid the need to recreate Chapter 129 just to reference the UDO in regards to construction site erosion control. It will provide for an easier and a more defined enforcement process and allow for City Staff and developers/applicants the ability to more easily navigate through the land disturbing permitting process for construction sites.

The proposed modifications that will be brought back to a future Common Council meeting include:

- Repeal Chapters 129 and 165
- Adopt the content currently in UDO 15-8.0300 “Construction Site Erosion” into the Municipal Code either in a new Chapter or by recreating 129 or 165 (will include minor technical changes and updates to the permit application/process/fees as discussed previously with Chapter 129)
- Adopt the content currently in UDO 15-8.0600 “Stormwater Management” into the Municipal Code in a new Chapter (with minor technical changes, including 2019 MMSD Green Infrastructure requirements)
- Repeal/delete UDO 15-8.0300, 15-8.0600 since they will be adopted into the Municipal Code

OPTIONS

No actions needed at this time. Staff will return to a future Common Council meeting (anticipated summer or fall 2023) with the proposed modifications to the Municipal Code and UDO.


FISCAL NOTE

None

RECOMMENDATION

No action needed at this time.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE February 20, 2023
Reports & Recommendations	Agreement with Milwaukee County for Inclusion of City Infrastructure in the W. Forest Home Avenue (CTH OO) Project from Hi View Drive to W. Speedway Drive	ITEM NO. G.12.

BACKGROUND

Milwaukee County Department of Transportation (MCDOT) is planning a 2023 road reconditioning (not a full reconstruction) project for W. Forest Home Avenue (CTH OO) from W. Jefferson Terrace (Hi View Drive / Muskego city limits) to W. Speedway Drive. The project will be funded under the Local Road Improvement Program (LRIP). In Milwaukee County, sidewalks and off-road bike / multi-use paths are owned and maintained by the local municipality. For a project funded under the LRIP, the decision to include any sidewalk or off-road bike/multi-use paths within the project is up to the local municipality. Any costs associated with the sidewalk or off-road bike/multi-use paths (i.e. concrete, asphalt materials, base aggregate dense, curb ramps, right of way, etc.) would be paid for 100% by the local municipality through a local municipal agreement (LMA).

On May 3, 2022, the Common Council adopted Resolution 2022-7856, a resolution in support of Milwaukee County’s reconditioning of W. Forest Home Avenue (CTH OO) from Hi View Drive to W. Speedway Drive to include a multi-use pathway from Hi View Drive to the southern crossing of the existing Franklin Hike-Bike Path.

On August 16, 2022, the Common Council approved Emergency Vehicle Pre-Emption Equipment at W. Forest Home Avenue (CTH OO) and W. St. Martins Road. Common Council also asked that Staff to look for grant funding. No such relevant grant funding was found.

Staff has been working with the County Staff on the entirety of the project and this project will require some modifications to sanitary and water infrastructure.

Milwaukee County has submitted the enclosed Local/County Agreement for the City work described above.

ANALYSIS

Milwaukee County is ready to bid the road project and have provided an estimate for City infrastructure. Staff has taken the list and recategorized the list (including 15% Contingency) into:

Estimate	Category	Fund	2023 Budget
\$94,622.00	Trail	46	\$65,000 (\$24,700 Impact Fees)
\$41,101.00	Emergency Vehicle Pre-emption	47	\$35,0000 (100% Grant)
\$62,445.00	Sanitary Sewer Utility	61	Sewer Rehab (0731-5841)
\$34,385.00	Water Utility	65	Outside Services (0758-5219)
\$232,553.00	Total All Categories		

Staff has discussed the increased costs with Milwaukee County Staff and Milwaukee County has offered to invoice some or all of the above amount at the end of the project (payable in 2024). Staff discussed the options with Finance and a 2024 option is definitely preferable for the Emergency Vehicle Preemption, Sanitary Sewer, and Water Utility funds. There should not be an issue with delaying the Trail portion (using impact fees) to wait for a 2024 invoice. The new Finance Director will be consulted and this item would return to Common Council if it is

advantageous to be invoiced in 2023. Notwithstanding, these items must be included in the 2024 budget.

OPTIONS

Approve the agreement. Resolutions have already been adopted to give Milwaukee County the commitment to fund the trail portion.

FISCAL NOTE

As noted above, these items will be included in the 2024 Budget. During the Budget discussion, the estimates will be known amounts.

RECOMMENDATION MOTIONS

Motion to adopt Resolution 2023-_____ a resolution to enter into an agreement with Milwaukee County for inclusion of City Infrastructure in the W. Forest Home Avenue (CTH OO) project from Hi View Drive to W. Speedway Drive and direct Staff to include expenditures in the 2024 Budget.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023 -

RESOLUTION TO ENTER INTO AN AGREEMENT WITH MILWAUKEE COUNTY FOR
INCLUSION OF CITY INFRASTRUCTURE IN THE W. FOREST HOME AVENUE
(CTH OO) PROJECT FROM HI VIEW DRIVE TO W. SPEEDWAY DRIVE

WHEREAS, Milwaukee County is planning to recondition W. Forest Home Ave (CTH OO) from Hi View Drive to W. Speedway Drive; and

WHEREAS, the City previously adopted Resolution 2022-7856, a resolution in support of Milwaukee County's reconditioning of W. Forest Home Avenue (CTH OO) from Hi View Drive to W. Speedway Drive to include a multi-use pathway from Hi View Drive to the southern crossing of the existing Franklin Hike-Bike Path; and

WHEREAS, construction is scheduled for 2023-2024; and

WHEREAS, this project includes a new pathway, Emergency Vehicle Pre-Emption Equipment, sanitary sewer adjustments, and water utility adjustments.

NOW, THEREFORE, BE IT RESOLVED the City enters into an agreement with Milwaukee County for inclusion of City infrastructure in the W. Forest Home Avenue (CTH OO) project from Hi View Drive to W. Speedway Drive and include expenditures in the 2024 budget.

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.

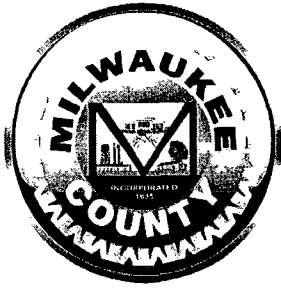
APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____



**LOCAL/COUNTY AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT**

DATE: January 10, 2023
PROJECT NO.: WH0111012
HIGHWAY: CTH OO (West Forest Home Avenue)
LIMITS: Hi View Drive to West Speedway Drive

THIS AGREEMENT is made and entered into and between Milwaukee County, a body corporate, and the City of Franklin, a municipal corporation.

The portion of West Forest Home Avenue from Hi View Drive to West Speedway Drive has been designated County Trunk Highway "OO" pursuant to Section 83.025 of the Wisconsin Statutes.

The County has budgeted funds for the improvement of CTH "OO" with construction anticipated to begin in April 2023.

The Milwaukee County Department of Transportation (MCDOT), hereinafter called the County, through its undersigned duly authorized officers or officials, hereby requests the City of Franklin, hereinafter called the Municipality, to participate in the street improvements hereinafter described in the estimated cost summary.

The authority for the Municipality to enter into this agreement with the County is provided by Section 86.25(1), (2) and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility – Describe and give reason for request:

West Forest Home Avenue (CTH OO) is a predominately rural type of roadway. To increase the service life of the pavement structure and improve the safety and operation is the reason for this request.

Proposed Improvement – Nature of work:

The roadway is scheduled for reconditioning of West Forest Home Avenue (CTH OO) by the County, including installation of on-street bicycle accommodations and a shared-use path/sidewalk on the west side of West Forest Home Avenue (CTH OO) from Hi View Drive to the southern crossing of the existing Franklin Hike-Bike Path, and new traffic signals at the intersections of West St. Martins Road and West Rawson Avenue.

As requested by the Municipality, sanitary sewer facility work, watermain facility work, street lighting work, sidewalk/path work, and emergency vehicle preemption (EVP), will be included with the construction of West Forest Home Avenue (CTH OO) proposed improvement project designated in the project as Category 0020. A corresponding City of Franklin resolution was passed and adopted on May 3, 2022.

Project No. WH0111012
West Forest Home (CTH OO) from Hi View Drive to West Speedway Drive
ESTIMATED COST SUMMARY*

CONSTRUCTION ESTIMATED COSTS-WH0111012 (SEE TABLE BELOW):

- **CATEGORY 0020- CITY OF FRANKLIN WORK**
 (sanitary sewer facility work, watermain facility work, street lighting work, sidewalk/path work, and emergency vehicle preemption (EVP))

Item Number	Item Description	Unit	Estimated Quantity	Estimated Unit Price	Total Estimated Cost
305 0120	Base Aggregate Dense 1 1/4-Inch	TON	580	\$20 00	\$11,600 00
460 5223	HMA Pavement 3 LT 58-28 S	TON	200	\$123.00	\$24,600 00
460 5224	HMA Pavement 4 LT 58-28 S	TON	210	\$128 00	\$26,880 00
521 1018	Apron Endwalls for Culvert Pipe Steel 18-Inch	EACH	2	\$500 00	\$1,000.00
521 3118	Culvert Pipe Corrugated Steel 18-Inch	LF	24	\$90 00	\$2,160 00
601 0600	Concrete Curb Pedestrian	LF	14	\$50 00	\$700 00
602 0410	Concrete Sidewalk 5-Inch	SF	360	\$6 50	\$2,340.00
602 0515	Curb Ramp Detectable Warning Field	SF	130	\$45 00	\$5,850.00
611 8120.S	Cover Plates Temporary	EACH	11	\$300.00	\$3,300 00
650 4500	Construction Staking Subgrade	LF	1700	\$1 00	\$1,700.00
650 5000	Construction Staking Base	LF	1700	\$1 50	\$2,550.00
650 9000	Construction Staking Curb Ramps	EACH	7	\$200 00	\$1,400 00
650.9500 01	Construction Staking Sidewalk	EACH	1	\$1,500.00	\$1,500 00
655 0210	Cable Traffic Signal 3-14 AWG	LF	3100	\$1 40	\$4,340 00
655 0305	Cable Type UF 2-12 AWG Grounded	LF	1500	\$2 20	\$3,300 00
655 0610	Electrical Wire Lighting 12 AWG	LF	500	\$1 00	\$500 00
655 0900	Traffic Signal EVP Detector Cable	LF	3000	\$1 40	\$4,200 00
659.1125	Luminares Utility LED C	EACH	8	\$400 00	\$3,200 00
SPV 0035 01	Backfill Slurry	CY	100	\$120.00	\$12,000 00
SPV 0060 07	Transport and Install Luminaire Arms Steel 15-FT	EACH	8	\$400 00	\$3,200 00
SPV 0060 14	Emergency Vehicle Preemption System	EACH	1	\$11,000.00	\$11,000 00
SPV 0060 15	Remove and Reinstall EVP System	EACH	2	\$3,000 00	\$6,000.00
SPV 0060 28	Manhole Chimney Reconstruct	EACH	10	\$1,800 00	\$18,000 00
SPV.0060.29	Replace Manhole Casting Frame and Lid	EACH	7	\$3,000.00	\$21,000.00
SPV 0060 30	Adjust Water Valve Box	EACH	20	\$550.00	\$11,000 00
SPV 0060.31	Add Valve Box Extension	EACH	5	\$800.00	\$4,000 00
SPV 0060 32	Remove Valve Box Extension	EACH	5	\$800 00	\$4,000 00
SPV.0060 33	Add Hydrant Extension	EACH	1	\$1,500 00	\$1,500 00
SPV 0060.34	Extend Hydrant Lead	EACH	1	\$3,200 00	\$3,200.00
SPV 0060 35	Shorten Hydrant Lead	EACH	1	\$3,000 00	\$3,000 00
SPV 0060 36	Water Main Insulation	EACH	4	\$800 00	\$3,200 00
CATEGORY 0020 TOTAL:					\$202,220.00

Estimated Construction (WH0111012) City of Franklin Category 0020 Costs: \$202,220.00

+15% Construction Engineering & Contingency: \$30,333.00

TOTAL Estimated Construction (WH0111012) City of Franklin Category 0020 Costs: \$232,553.00

* The above costs reflect the County's best estimates to-date. The actual number of units installed may vary from this estimate depending on field conditions. The Municipality will be billed for each item at the actual construction cost.

This agreement is subject to the terms and conditions that follow and is executed by the undersigned under proper authority to execute such an agreement for the designated Municipality and upon acceptance by the County shall constitute an agreement between the Municipality and the County.

Signed for and on behalf of Milwaukee County:

_____	Director, Department of Transportation	_____
Signature	Title	Date

Donna Brown-Martin		
Name (Written Clearly)		

Signed for and on behalf of the City of Franklin:

_____	Mayor	_____
Signature	Title	Date

Stephen R. Olson		
Name (Written Clearly)		

_____	Clerk	_____
Signature	Title	Date

Karen L. Kastenson		
Name (Written Clearly)		


TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal, State and County regulations.
2. The Municipality will pay to the County such related costs in 2024 for items as outlined below and listed in the Estimated Cost Summary.
3. Funding of each project phase (preliminary engineering, real estate, construction, other) is subject to inclusion in an approved program. County financing will be limited to participation in the costs of the following items as specified in the Estimated Cost Summary:
 - a. Preliminary Engineering and review services (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - b. The grading, base, pavement, and curb and gutter (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main, if required (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - d. Construction Engineering incidental to inspection and supervision of actual construction work (100%), unless otherwise agreed as specified in the Estimate Cost Summary.
 - e. Signing and pavement marking, including detour routes (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - f. Surfacing of private driveways due to change in grade of the improvement (100%), unless otherwise agreed as specified in the Estimate Cost Summary.
 - g. New installations or alterations of traffic signals (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - h. Real Estate for the improvement, if required (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - i. Installation of new sidewalk required for the project to meet Federal funding requirements or replacement of any sidewalk removed as a result of a change in street grade (100%) or condition to meet ADA requirements, unless otherwise agreed as specified in the Estimated Cost Summary.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner or other responsible party (not including the County) includes, but is not limited to, the following items:
 - a. New installations of or alterations of sanitary sewers or connections, water, gas, electric, telephone, telegraph, fiber optic, fire or police alarm facilities, parking meters, pipelines, and similar utilities.
 - b. Repair of damages to roads and streets caused by reason of their use in hauling materials incidental to the improvement.
 - c. New installations of or alterations of sidewalks that are not deemed necessary in 3i above, unless agreed as specified in the Estimated Cost Summary.
5. As the work progresses, the Municipality will be billed for work completed as outlined above and as listed in the Estimated Cost Summary. Upon completion of the project, a final audit will be made to determine the final division of costs.

6. If the Municipality should withdraw from the project, it will reimburse the County its proportionate local share of all construction and construction engineering costs incurred by the County to complete the construction phase of the project (construction), up to the date the notification of withdrawal is received by the County.
7. The work will be administered by the County or its designee and may include items not eligible for County participation. The County shall notify the Municipality of such items prior to inclusion of the work and get written authorization for their inclusion and cost participation by the Municipality.
8. The Municipality at its own cost and expense and using its own labor forces and equipment will:
 - a. Prohibit angle parking.
 - b. Regulate parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - c. Regulate parking at all times in the vicinity of the proposed improvements during their construction.
 - j. Remove, reinstall and/or relocate street lighting poles, bases, luminaries, and other appurtenances necessary to accommodate the proposed improvement, including coordinating work, unless otherwise agreed as specified in the Estimated Cost Summary.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE February 20, 2023
Reports & Recommendations	A Resolution to Dedicate a Green Infrastructure Ten-Year Maintenance Covenant for Hickory Street Bioswales (Public Right-Of-Way Between W. Oakwood Road and W. Elm Road)	ITEM NO. G. 13.

BACKGROUND

On May 3, 2022, Common Council adopted a resolution authorizing certain officials to enter into a Green Solutions Funding Agreement G98005P95 for Hickory Street bioswales with Milwaukee Metropolitan Sewerage District (MMSD) in the amount of \$874,232.70.

ANALYSIS

For reimbursement, the City needs to:

- complete the project
- prepare, submit, and have approved a report on the design and construction
- dedicate a 10-year maintenance covenant on the bioswales

The City has completed the first two requirements and MMSD has now provided the 10-year maintenance covenant for execution.

OPTIONS

Approve the covenant. Commitment to do the covenant was included in the May 3, 2022 commitment. Failure to do so would negate the \$874,232.70 reimbursement.

FISCAL NOTE

The Tax Increment District (TID) 8 budget and borrowing which was already executed for the construction of this road was \$3.5 million. The total of \$3,035,569.10 still leaves \$464,431.90 within the budget.

\$257,750.00	R&M Amendment 4- Hickory Road design work (Nov 16, 2021)
\$28,100.00	R&M Amendment 5- Oakwood median design work (Dec 21, 2021)
\$2,993,327.00	Buteyn-Peterson construction project (April 19, 2022)
\$444,550.00	R&M Amendment 6 for full time inspection services (April 19, 2022)
(874,232.70)	Reimbursement from MMSD Green funds (May 3, 2022)
\$46,110.00	PSI Contract for materials testing (June 7, 2022)
\$92,666.25	WE Energies Relocation Work (June 7, 2022)
\$15,139.10	BP Change Order No. 1- Drain Tile / Driveway Access (September 6, 2022)
\$1,920.00	Actual BP Change Order No. 2- Asbestos (September 6, 2022 approved for \$4,000)
[\$27,489.50-	BP Work Change Directive - 2023 Surface Paving (October 18, 2022)
\$30,238.45]	[Range, price yet to be determined based on actual quantities]
0.00	BP Change Order No. 3- Street Lighting Supply Issues (December 6, 2022)
\$3,035,569.10	Current total for Hickory Street (40-0331)

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2023- _____, a resolution to dedicate a green infrastructure ten-year maintenance covenant for Hickory Street Bioswales (public right-of-way between W. Oakwood Road and W. Elm Road).

Engineering: GEM

**Green Infrastructure Ten-Year Maintenance Covenant
for
Hickory Street Bioswales**

This Ten-Year Maintenance Covenant (Covenant) is granted by the City of Franklin (Franklin), 9229 West Loomis Road, Franklin, Wisconsin 53132, to the Milwaukee Metropolitan Sewerage District (District), 260 West Seeboth Street, Milwaukee, Wisconsin 53204.

INTRODUCTION

- 1. The Green Infrastructure.** The green infrastructure consists of eleven bioswales along Hickory Street, from Oakwood Road on the north to Elm Road on the south, as shown in Exhibits A and B. The total bioswale area is 49,847 square feet. This green infrastructure will capture and hold stormwater in place to reduce the quantity and improve the quality of runoff. The green infrastructure has a total design detention capacity of 454,628 gallons. This Covenant applies only to this green infrastructure.
- 2. Baseline Documentation.** The condition of the green infrastructure is documented in a Baseline Report at the office of the District and incorporated into this Covenant by reference. The Baseline Report consists of reports, maps, photographs, and other documentation and provides an inventory of relevant features, characteristics, and conservation values. The Baseline Report provides an accurate representation of the condition of the green infrastructure at the time of the conveyance of this Covenant. The Baseline Report is an objective, but not exclusive, reference for monitoring compliance with the terms of this Covenant.
- 3. Conservation Intent.** Franklin and the District share the common purpose of preserving the green infrastructure for a period of at least ten years. Franklin intends to protect the green infrastructure. In addition, Franklin intends to convey to the District and the District agrees to accept a right to monitor and enforce these restrictions.

MAINTENANCE COVENANT

In consideration of the facts recited above, Franklin grants and the District accepts a Maintenance Covenant for a period of ten years for the green infrastructure. This Covenant consists of the following terms, rights, and restrictions.

- 1. Purpose.** The purpose of this Covenant is to require Franklin to keep, preserve, and maintain the green infrastructure, as described above.
- 2. Effective Dates.** This Covenant becomes effective when signed by both Franklin and the District. The last day of this Covenant is March 31, 2033.

3. Operation and Maintenance. Franklin will maintain the green infrastructure so that it remains functional for the entire term of this Covenant. Franklin is solely responsible for operation, maintenance and evaluating performance.

4. Additional Reserved Rights of Franklin. Franklin retains all rights associated with the green infrastructure, including the right to use it and invite others to use it in any manner that is not expressly restricted or prohibited by the Covenant or inconsistent with the purpose of the Covenant. However, Franklin may not exercise these rights in a manner that would adversely affect the green infrastructure.

Franklin expressly reserves the right to sell, give, bequeath, mortgage, lease or otherwise encumber or convey the green infrastructure, if:

4.1 The encumbrance or conveyance is subject to the terms of this Covenant.

4.2 Franklin incorporates the terms of this Covenant by reference in any subsequent deed or other legal instrument by which Franklin transfers any interest in all or part of the green infrastructure.

4.3 Franklin notifies the District of any conveyance in writing within fifteen days after the conveyance and provides the District with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.

4.4 Failure of Franklin to perform any act required in Subparagraphs 4.2 or 4.3 does not impair the validity of this Covenant or limit its enforceability in any way.

5. District Rights and Remedies. To accomplish the purpose of this Covenant, Franklin expressly conveys to the District the following rights and remedies:

5.1 Preserve Conservation Values. The District has the right to preserve and protect the green infrastructure.

5.2 Prevent Inconsistent Uses. The District has the right to prevent any activity or use of the green infrastructure that is inconsistent with the purpose of this Covenant and to require the restoration of areas or features of the green infrastructure that are damaged by any inconsistent activity or use, pursuant to the remedies set forth below.

5.3 Inspection. The District has the right to inspect and monitor compliance with the terms of this Covenant; obtain evidence for use in seeking judicial or other enforcement of the Covenant; and otherwise exercise its rights under the Covenant. The District will provide prior notice to Franklin before inspecting the green infrastructure, comply with the safety rules of Franklin, and avoid unreasonable disruption of the activities Franklin.

6. Remedies for Violations. The District has the right to enforce the terms of this Covenant and prevent or remedy violations through appropriate legal proceedings.

6.1 Notice of Problems. If the District identifies problems with the green infrastructure, then the District will initially attempt to resolve the problems collaboratively. The District will notify Franklin of the problems and request remedial action within a reasonable time.

6.2 Notice of Violation and Corrective Action. If the District determines that a violation of the terms of this Covenant has occurred or is threatened, then the District will give written notice of the violation or threatened violation and allow at least thirty (30) days to correct the violation. If Franklin fails to respond, then the District may initiate judicial action. The requirement for an initial notice of violation does not apply if, in the discretion of the District, immediate judicial action is necessary to prevent or mitigate significant damage to the green infrastructure or if good faith efforts to notify Franklin are unsuccessful.

6.3 Remedies. When enforcing this Covenant, the remedies available to the District include: temporary or permanent injunctive relief for any violation or threatened violation of the Covenant, the right to require restoration of the green infrastructure to its condition at the time of the conveyance of this Covenant, specific performance, declaratory relief, and recovery of damages resulting from a violation of the Covenant or injury to the green infrastructure.

6.4 No Waiver. A delay or prior failure of the District to discover a violation or initiate enforcement proceedings does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Covenant.

6.5 Waiver of Certain Defenses. Franklin waives any defense of laches, such as failure by the District to enforce any term of the Covenant, and estoppel, such as a contradictory statement or action by the District.

6.6 Acts Beyond the Control of Franklin. The District may not bring any action against Franklin for any injury or change in the green infrastructure resulting from causes beyond the control of Franklin, including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, or prudent actions taken by Franklin under emergency conditions to prevent or mitigate damage from such causes, provided that Franklin notifies the District of any occurrence that has adversely affected or interfered with the purpose of this Covenant.

7. **Amendment**. At any time, Franklin and the District may jointly amend this Covenant in a written instrument executed by both parties.

8. **Assignment**. The District may convey, assign, or transfer its interests in this Covenant to a unit of federal, state, or local government or to an organization that is qualified within the meaning of Section 170(h)(3) of the Internal Revenue Code and in the related regulations or any successor provisions then applicable. As a condition of any assignment or transfer, any future holder of this Covenant is required to carry out its purpose for the remainder of its term.

The District will notify Franklin of any assignment at least thirty (30) days before the date of such assignment. However, failure to give such notice does not affect the validity of assignment or limit its enforceability in any way.

9. Captions. The captions in this Covenant have been inserted solely for convenience of reference and are not part of the Covenant and have no effect on construction or interpretation.

10. Controlling Law and Liberal Construction. The laws of the State of Wisconsin govern the interpretation and performance of this Covenant. Ambiguities in this Covenant will be construed in a manner that best effectuates the purpose of the Covenant and protection of the green infrastructure.

11. Counterparts. Franklin and the District may execute this Covenant in two or more counterparts, which will, in the aggregate, be signed by both parties. Each counterpart is an original document.

12. Entire Agreement. This Covenant sets forth the entire agreement between Franklin and the District with respect to this Covenant and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Covenant.

13. Extinguishment. This Covenant may be terminated or extinguished before the expiration of its term, in whole or in part, only through judicial proceedings in a court of competent jurisdiction. Furthermore, the Covenant may be extinguished only if Franklin and the District agree that a subsequent unexpected change in the condition of or surrounding the green infrastructure makes accomplishing the purpose of the Covenant impossible.

14. Ownership Responsibilities, Costs, and Liabilities. Franklin retains all responsibilities and will bear all costs and liabilities related to the ownership of the green infrastructure, including, but not limited to, the following:

14.1 Operation, upkeep, and maintenance. Franklin is responsible for the operation, upkeep, and maintenance of the green infrastructure.

14.2 Control In the absence of a judicial decree, nothing in this Covenant establishes any right or ability in the District to:

- a. exercise physical or managerial control over the day-to-day operations of the green infrastructure;
- b. become involved in the management decisions of Franklin regarding the generation, handling, or disposal of hazardous substances; or
- c. otherwise become an operator of the green infrastructure within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), or similar laws imposing legal liability on the owner or operator of the green infrastructure.

14.3 Permits Franklin is solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Covenant. During construction or any other activity, Franklin will comply with all applicable federal, state, and local laws, regulations, and requirements.

14.4 Indemnification. Franklin releases and will hold harmless, indemnify and defend the District and its members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including, without limitation, reasonable attorney fees, arising from or in any way connected with:

- a. injury to or the death of any person, or physical damage to the green infrastructure resulting from any act, omission, condition, or other matter related to or occurring on or about the green infrastructure, regardless of cause, unless due to the negligence of any of the Indemnified Parties;
- b. the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, including without limitation, CERCLA, by any person other than the Indemnified Parties, in any way affecting, involving, or related to the green infrastructure; or
- c. the presence or release in, on, from, or about the green infrastructure, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused by any of the Indemnified Parties.

Nothing in this agreement is a waiver by Franklin or its insurer of the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes, secs. 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, Franklin or its insurer will not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

15. **Severability.** If any provision or specific application of this Covenant is found to be invalid by a court of competent jurisdiction, then the remaining provisions or specific applications of this Covenant will remain valid and binding.

16. **Successors.** This Covenant is binding upon and inures to the benefit of Franklin and the District and their respective personal representatives, heirs, successors and assigns and will continue as a servitude running with the green infrastructure for the term of the Covenant.

17. **Terms.** Wherever used in this Covenant, the terms "Franklin" and "District" include the respective personal representatives, heirs, successors, and assigns of Franklin and the District.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY OF FRANKLIN

By: _____
Kevin L. Shafer, P.E.
Executive Director

By: _____
Stephen R. Olson
Mayor

Date: _____

Date: _____

Approved as to Form

By: _____
Karen L. Kastenson
City Clerk

By: _____
Attorney for the District

Date: _____

BY: _____
Tom Bakalarski
Interim Comptroller and Treasurer

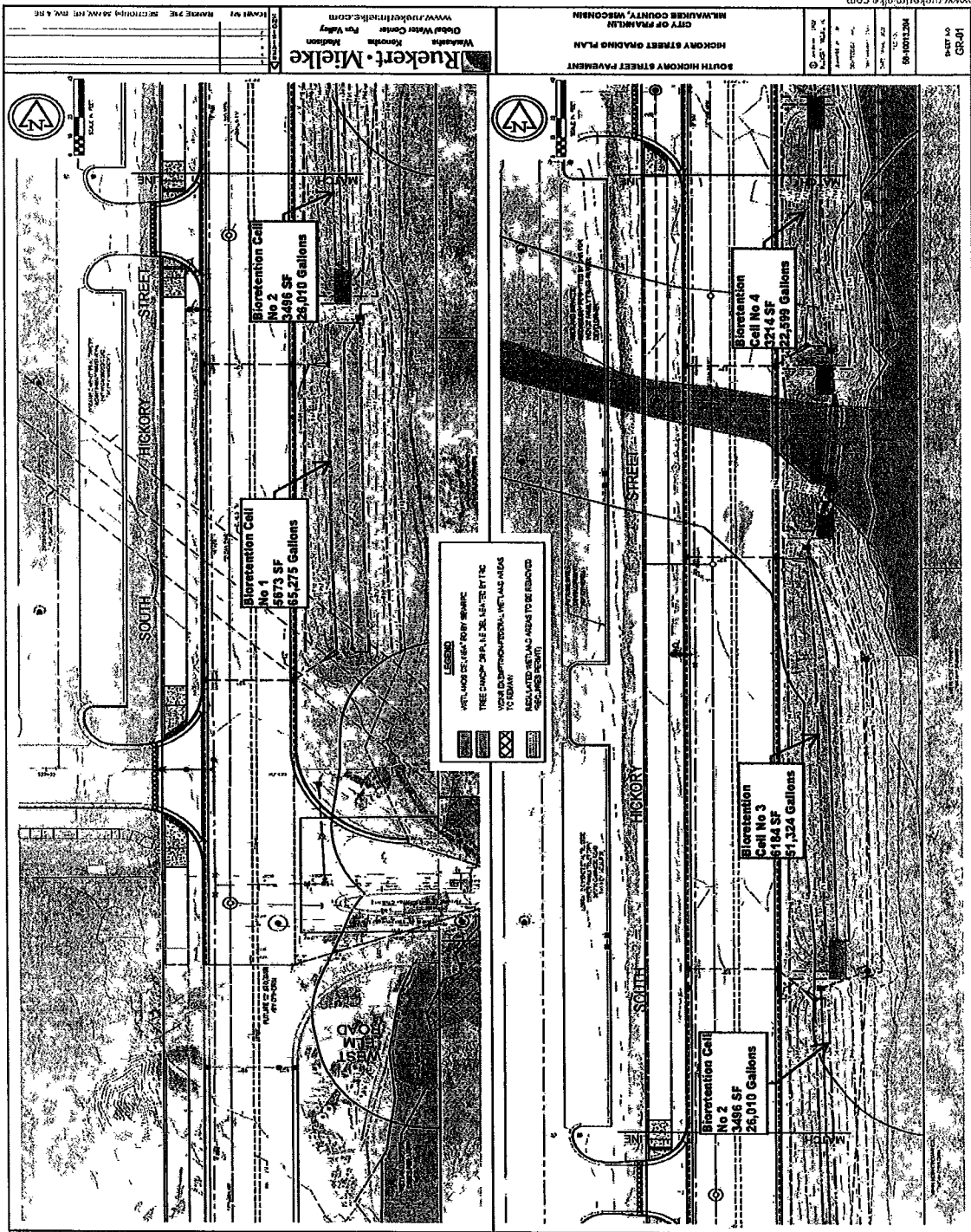
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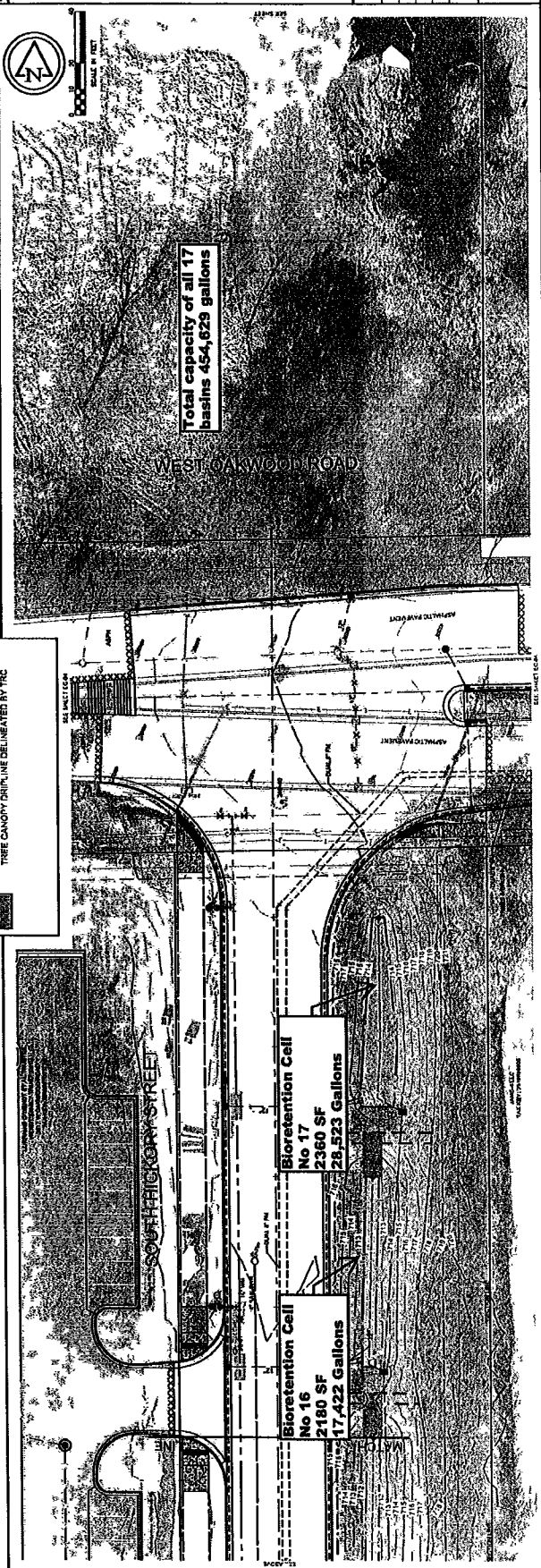
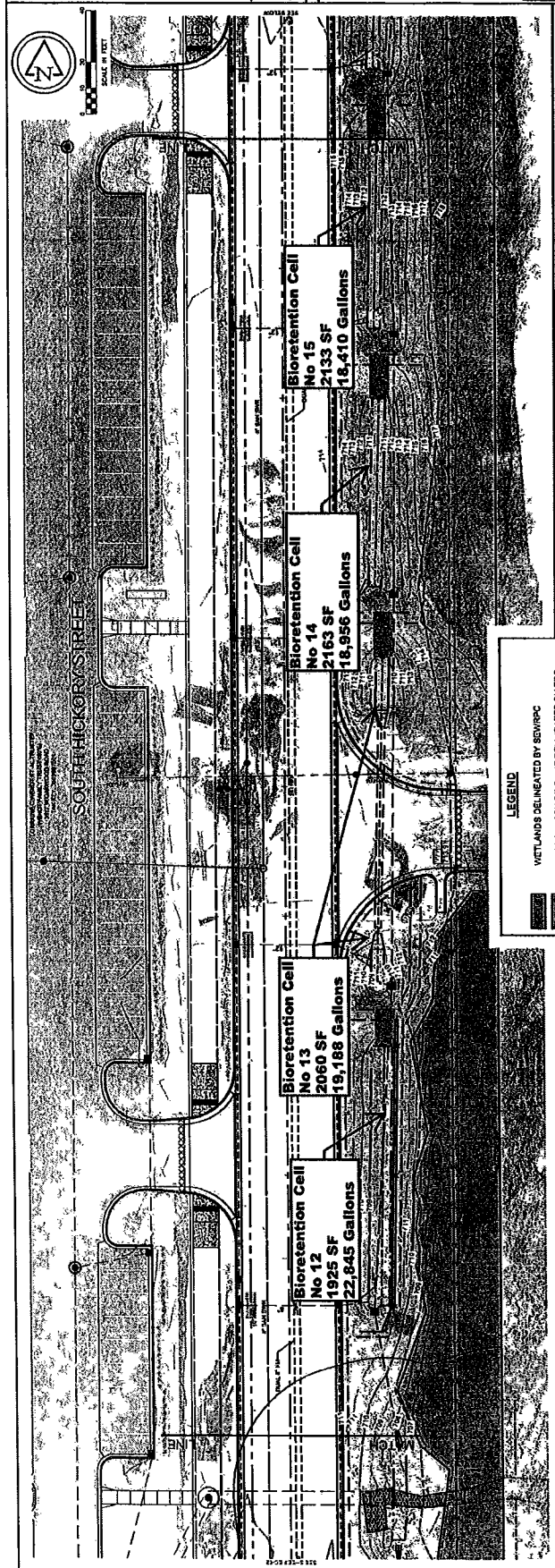
Approved as to form:

Jesse A. Wesolowski
City Attorney

Date: _____

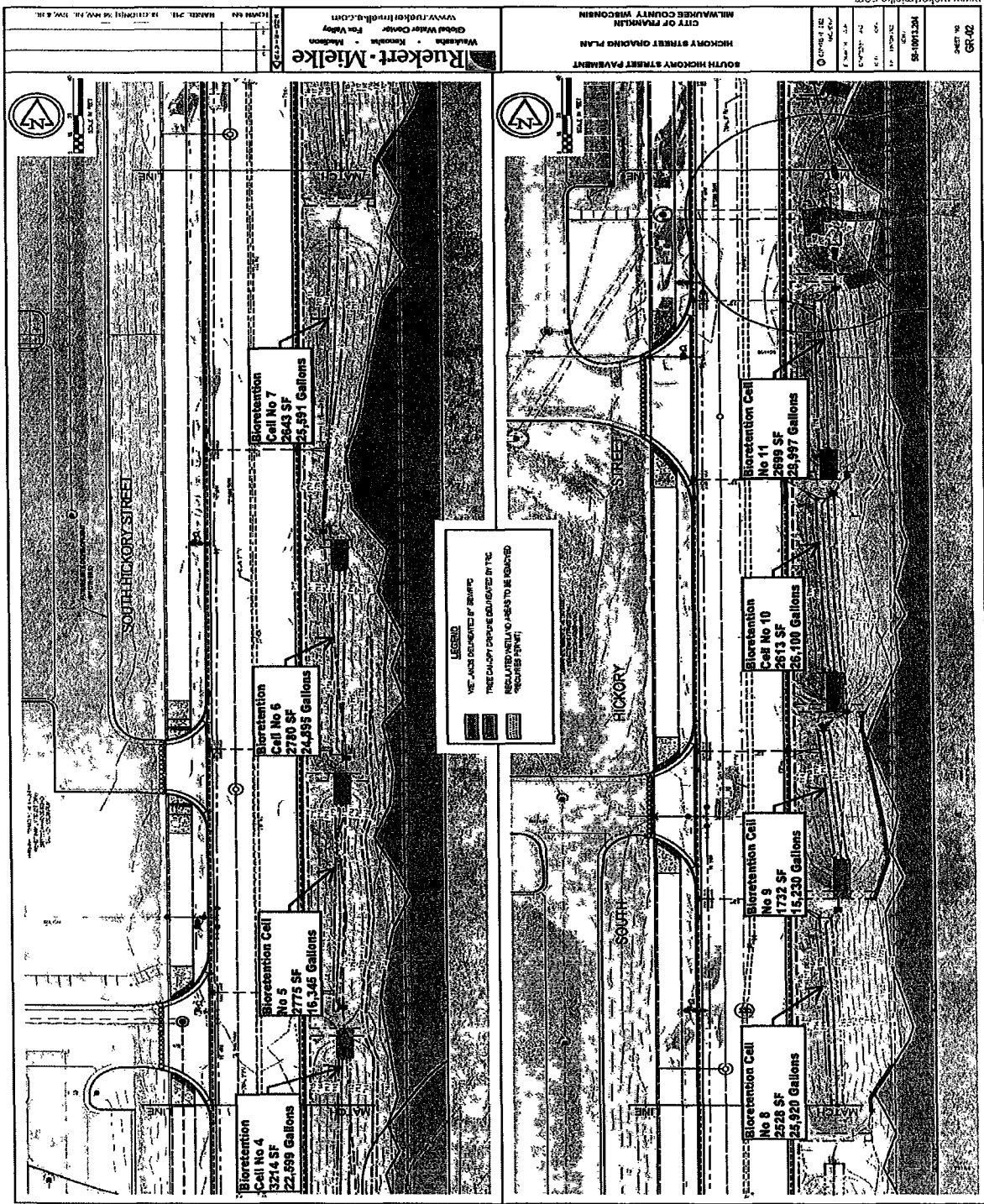
Exhibit A Bioswale Location





LEGEND
 VETLANDS DELINEATED BY SEWRPC
 TREE CANOPY DRIP/LINE DELINEATED BY TRC

Exhibit B Bioswale Location



STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023 - _____

A RESOLUTION TO DEDICATE A GREEN INFRASTRUCTURE
TEN-YEAR MAINTENANCE COVENANT FOR HICKORY STREET BIOSWALES
(PUBLIC RIGHT-OF-WAY BETWEEN W. OAKWOOD ROAD AND W. ELM ROAD)

WHEREAS, the City of Franklin installed green infrastructure on the S. Hickory Street project that is in support of Milwaukee Metropolitan Sewerage District (MMSD) green infrastructure goals; and

WHEREAS, the City and MMSD entered an agreement per Reolution 2022-7857 that allowed MMSD Green funds to reimburse the City for the construction of the green infrastructure; and

WHEREAS, the City will commit to maintenance of the green infrastructure for 10-years.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that certain City Officials are authorized to dedicate a green infrastructure ten-year maintenance covenant for Hickory Street Bioswales (Public Right-Of-Way Between W. Oakwood Road and W. Elm Road).

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 _____

APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE February 20, 2023
Reports & Recommendations	Establish a Community Document Shredding Event with ProShred Security	ITEM NO. G.14.

BACKGROUND

[The item "Establish a Community Document Shredding Event on May 13, 2023 with Stericycle" 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 There was no update at the the February 7, 2023 Common Council meeting]

ANALYSIS

Staff is still unclear with Stericycle that they can sign the City's standard form of agreement.

Staff also discussed this event with ProShred Security who does other services for the City of Franklin. ProShred has committed to Staff that they can provide this event for the price provided by Stericycle and has said that they can use the City's standard form of agreement.

Staff supports selecting ProShred to perform this service. An exact date for the event has not been confirmed. Common Council will need to provide guidance on acceptable dates and dates to avoid in late summer/early fall. Staff will work with the provider to select a date and advertise the date on the City website and other public notifications.

OPTIONS

- A. Direction to Staff to execute agreement with Stericycle with previously provided contract, or
- B. Direction to Staff to execute agreement with ProShred Security with a contract in the form of the City's standard form (not available at this time), and
- C. Give direction to staff on acceptable / not acceptable dates in the late summer/early fall.

FISCAL NOTE

Per the previous discussions, it is estimated that the shredding event will cost around \$2,400 plus Staff overtime of over \$1,000. Per the direction on August 16, 2022, this work was considered in the 2023 budget for the Solid Waste Fund (19). A contract will be charged to account 19-0341-5284.

RECOMMENDATION

(Option B) Direction to Staff to execute agreement and coordinate a Community Document Shredding Event with ProShred Security with potential dates of _____.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>[Signature]</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">2/20/2023</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Reduce Staffing in City Budget Regarding Library Custodial Help</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.15.</p>

This item was held over from the 2/7/2023 Council Meeting to the 2/20/2023 Council Meeting. As the Library Director is still awaiting certain information related to this item, it is requested that this item be tabled to a future meeting date.

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 (date to be determined) 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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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>[Signature]</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">2/20/2023</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A Resolution Approving a Partial Property Tax Rescission for 2022 for Parcel #714-0004-001</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.16.</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. Sam's Real Estate Business Trust, owner and operator of the Sam's located at 6705 S. 27th Street, Parcel 714-0004-001, brought action against the City for refund of excessive real estate taxes imposed on Sam's Club by the City for this property for the years 2021 and 2022. Per the Settlement Agreement, the City already refunded the \$4,928.70 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 #714-0004-001 / Sam's Real Estate Business Trust / 6705 S. 27th Street - \$4,464.95 – (State Statute 74.33 (1) (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 \$7,541,900. Per the Settlement Agreement, the parties agreed that the assessment of the Property for the 2022 tax year shall not exceed \$7,281,300. 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 \$4,464.95. 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 #714-0004-001; 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 #714-0004-001

WHEREAS, the following property taxes were reduced due to a Settlement Agreement, and 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, a partial rescission of the 2022 tax due is appropriate:

Sam's Real Estate Business Trust
702 SW 8th Street
Bentonville, AK 72716
(Parcel #714-0004-001) \$4,464.95

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 \$4,464.95 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 20th day of February, 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;">APPROVAL</p> <p style="text-align: center;"><i>[Signature]</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">2/20/2023</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A Resolution Appointing US Bank as Trust Investment Manager and to Provide Trust Advisory Services for the City of Franklin Other Post- Employment Benefits (OPEB) Trust Account</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.17.</p>

BACKGROUND

The City of Franklin set up and funded an Other Post-Employment Benefits (OPEB) Trust fund in 2009 to benefit the long-term security and sustainability of promised funds for retiree benefits. Since that time, the investments have been guided by a City Investment Policy through the professional expertise and licensing of a Trust Advisor.

The City policy last updated on 7/6/2021 is attached. The policy sets forth criteria for selection of a Trust Investment Manager. Prior to her departure, Director of Administration Peggy Steeno (also the OPEB Trust Trustee) solicited proposals from three trust managers including US Bank, Principal, and Drake & Associates. Principal is the current advisor to the City's Defined Contribution Retirement Plan and Defined Benefit Retirement Plan. The recommendation to appoint US Bank to provide trust advisory services for the City of Franklin's OPEB Trust account is made based on:

1. Should not have one company in control of all (why I did not recommend Principal).
2. Should have a company that is very well versed in the municipal arena (why I did not recommend Drake & Associates).
3. Quoted fees of 30 basis points (US Bank is 30, Principal is 35, and Drake & Associates is 50).

The latest OPEB Investment Policy is attached as is the fee template proposals from US Bank, Principal, and Drake & Associates. Also attached is the original Trust ordinance and the January performance of the Fidelity OPEB investments.

FISCAL IMPACT

All fees will be paid by the Trust with no impact to the City budget. Annual minimum fee for US Bank is \$25,000.

COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2023-____, A Resolution Appointing US Bank as Trust Investment Manager and to Provide Trust Advisory Services for the City of Franklin Other Post-Employment Benefits (OPEB) Trust Account.

Mayor

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023-_____

A RESOLUTION APPOINTING US BANK AS TRUST INVESTMENT MANAGER AND
TO PROVIDE TRUST ADVISORY SERVICES FOR THE CITY OF FRANKLIN OTHER
POST-EMPLOYMENT BENEFITS (OPEB) TRUST ACCOUNT

WHEREAS, The City of Franklin set up and funded an Other Post-Employment Benefits (OPEB) Trust fund in 2009 to benefit the long-term security and sustainability of promised funds for retiree benefits; and

WHEREAS, the investments have been guided by a City Investment Policy through the professional expertise and licensing of a Trust Advisor where the policy sets forth criteria for selection of a Trust Investment Manager; and

WHEREAS, Ordinance 2008-6500 specifies evaluation and performance standards and charges the Trustee to manage the Advisor; and

WHEREAS, proposals for Trust Investment Manager/Advisory Services have been received and reviewed by the Common Council.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin to appoint US Bank as Trust Investment Manager and to provide Trust Advisory Services for the City of Franklin Other Post-Employment Benefits (OPEB) Trust Account.

Introduced at a regular meeting of the Common Council of the City of Franklin this 20th day of February, 2023.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 20th day of February, 2023.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES _____ NOES _____ ABSENT _____

U.S. Bank Institutional Asset Management Fees

CITY OF FRANKLIN – OPEB

FEBRUARY 2023

Market value fees

30 BASES POINTS ON ALL ASSETS

ANNUAL MINIMUM FEE: \$25,000

Core services

- Comprehensive asset management services based on initial and ongoing consultation with client to establish their objectives, preferences and risk tolerance
- Portfolio development and ongoing maintenance utilizing US Bank's network of mutual fund, ETF, SMA, UMA and private/alternative fund managers
- Investment policy statement maintenance and support
- Online account access, management and performance reporting, statement delivery, balance inquiry and trade affirmations
- Consolidated accounting & reporting
- Proxy management and corporate actions
- Timely and accurate pricing of assets through a broad network of pricing sources
- Frequent onsite client meetings to report on the portfolio, performance and our market views and assumptions

Service and fee assumptions

- Fee schedule assumes exclusive use of one of the First American Funds money market funds for investment of short-term cash
- US Bank provides custodial services as required for all their managed accounts
- Market value – Between \$8MM-\$10MM

Trust and Custody Fee Summary



As of: November 3, 2022

Effective Date: January 1, 2023

Name: City of Franklin

Proposal Number: 448684.73

Capacity: Discretionary Investment Manager & Custodian for Non-Retirement Assets

	Market Value	Basis Points	Total
Discretionary Investment Management (average market value)	\$7,300,000	30.000	\$21,900

Total Discretionary Investment Management Fees			\$21,900
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	Market Value	Basis Points	Total
Asset-Based Fee - All Assets (average market value)	\$7,300,000	5 000	\$3,650
Minimum*			\$3,850

* A \$7,500 minimum fee will be applied evenly based on billing frequency, allocated proportionately by market value across all accounts and include Principal Custody Solutions asset-based fees only

Total Administration Fees - Asset Based	\$7,300,000			\$7,500
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	Relationship	Per Relationship	Total
Custody Solutions Reports	1	Included	\$0
Custody Solutions Statements	1	Included	\$0

Total Principal Custody Solutions Web Tool Fees			\$0
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	Accounts	Per Account	Total
Accounting & Reporting	1	\$0.00	\$0

Total Accounting & Reporting Fees			\$0
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Total Annual Principal Custody Solutions Fees			\$7,500
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Total Annual Fees			\$29,400
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Important Information:

The "Unit Prices" quoted above are valid for 120 days following the "As of" date. If there are any material changes to the proposed structure, asset base or volumes, or should the Prospect/Client fail to transfer any assets scheduled for receipt by Principal Custody Solutions within 60 days of the effective date of the Fee Summary, Principal Custody Solutions reserves the right to redefine fees and/or service conditions.

Effective date listed is the estimated date that accounts will be available for funding, unless there is a mutually agreed to change

Outside held asset service takes reported values and incorporates those values into the asset statement. Principal Custody Solutions is not responsible for values reported or any costs incurred for holding such asset.

There is no charge for the collection of interest income and dividends.

Domestic depository settlements (DTC and FED) include all buys, sells, maturities and free receive/deliver for assets, including EFTs, ADRs, repurchase agreements and reverse repurchase agreements. These settlement charges are also assessed in converting and de-converting situations.

There is no out-of-pocket investment management charge for the Allspring money market sweep vehicles. The expense ratio, as indicated by the fund prospectus, is net from the gross investment performance. A prospectus is available upon request.

Trust and Custody Fee Summary



As of November 3, 2022

Effective Date: January 1, 2023

Name: City of Franklin

Proposal Number: 448684 73

Capacity: Discretionary Investment Manager & Custodian for Non-Retirement Assets

As directed by the Client to systematically invest cash received by or held in the accounts may include Mutual funds as a short term investment vehicle. Mutual funds can pay fees for various services provided to the fund as outlined in the fund's prospectus. Principal Custody Solutions will allocate any revenue associated with this investment and will be disclosed on the Sweep Investment Direction form

Invoices will be generated in the month following each billing period Fees can be billed or charged to the account. The billing period is Quarterly for this proposal, however can be changed upon mutual agreement.

Footnotes / Disclosures:

Custody and trust services are provided by Principal Bank®, Member FDIC, and/or Principal Trust Company® These services are provided under the trade name Principal® Custody Solutions, a division of Principal Bank® Principal Trust Company® is a trade name of Delaware Charter Guarantee & Trust Company Principal Bank® and Principal Trust Company® are members of the Principal Financial Group®, Des Moines, Iowa 50392

The figures above are intended as a "good faith estimate" The "Total" column above is an estimate arrived at by applying "Unit Prices" to projections of asset size, number of accounts and transactions This service level activity was determined from information provided and/or derived from the pricing request. Total fees will vary based on actual volumes.

Global assets are securities settled on a global depository If global assets are utilized a separate fee schedule will be in effect, that would include an asset based administration and settlement transactions by country

This Fee Summary is confidential and intended only for the sole use of the Owner named above

Investment and Insurance products are:

- Not Insured by the FDIC or Any Federal Government Agency
- Not a Deposit or Other Obligation of, or Guaranteed by, Principal Bank or Any Bank Affiliate
- Subject to Investment Risks, Including Possible Loss of the Principal Amount Invested

3/10/2022

Peggy Steeno
City of Franklin

Peggy,

Thank you for your time over the last few weeks. I appreciate the opportunity to be considered for your Post Employee Benefit Trust.

As we have discussed, I can discount the management fee to 50bps or .005% per year. Our fees are drawn quarterly in advance.

I have attached a few reports on a portfolio that may work for us. I do want to stress that this portfolio is a draft, starting point. If chosen, I can modify and customize this portfolio so that it meets the needs of the committee and the rules laid out in your documents. Additionally, I think we would want to slightly reduce the bond exposure.

I understand that we would provide monthly reports with more in depth quarterly analysis. Additionally, I would be available to meet with the committee at a recurring schedule that you deem necessary.

The account would be held at TD Ameritrade, a third party custodian. You would also receive monthly statements directly from TD Ameritrade. Lastly, you would have online/app access, if needed, to both TD Ameritrade and our digital reporting tools.

Please let me know if you or any committee members have any questions.

Thank you,



Tony Drake, CFP®

Financial Advisor
Founder & CEO
Tony.Drake@drakeandassociates.net
414-409-7226

Drake & Associates, LLC.
2212 E. Moreland Blvd., Ste 200
Waukesha, Wisconsin 53186



WealthWisconsin.com

APPROVAL <i>Slu</i>	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE July 6, 2021
REPORTS & RECOMMENDATIONS	Review of Other Post Employment Benefit Investment Policy	ITEM NUMBER G.17.

Background

The Other Post Employment Benefits Trust Investment Policy was last reviewed in April 2019. The Investment Policy provides guidance to the investment manager when making decisions about how to invest available resources. Periodic review of the policy is warranted in light of the current environment and position of the Trust Assets.

A copy of the existing policy revised in April, 2019 is attached. Also attached, is a marked-up copy of the recommended changes to the policy.

Analysis

Upon a reading of the policy adopted in April 2019, no investment ranges for asset allocation between equities and fixed income were noted. It is prudent to set allocation ranges for Trust assets

The Finance Committee is recommending ranges of:

- 50-75% Equities and
- 25-50% Fixed Income

Another recommended change is to reduce the permitted allocation of small cap stocks to 15% of the Equity position (was 33%) and reducing the International allocation to 20% of the equity portfolio (was 30%).

The Finance Committee is recommending the removal of Commodities from permitted investment classes

Adding Cryptocurrencies to the restricted investments.

Recommendation

The Finance Committee is recommending the above changes on a 4-1 vote from their June 22, 2021 meeting.

FINANCE COMMITTEE ACTION REQUESTED

Motion adopting Resolution 2021-xxxx A Resolution to amend the Investment Policy Statement for the City of Franklin Post Employment Benefits Trust.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021-7749

A RESOLUTION TO AMEND THE INVESTMENT POLICY STATEMENT FOR THE CITY
OF FRANKLIN POST EMPLOYMENT BENEFITS TRUST

WHEREAS, the City of Franklin issued an investment policy statement for OPEB trust investments last modified on April 1, 2019;

WHEREAS, it is desirable to further modify parts of that investment policy; and

WHEREAS, the Common Council has reviewed the Investment Policy Statement dated July 6, 2021 presented by the Director of Finance & Treasurer and reviewed by the Finance Committee.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin that the Post Employment Benefits Trust Investment Policy Statement dated July 6, 2021 is approved.

Introduced at a regular meeting of the Common Council of the City of Franklin this 6th day of July, 2021.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 6th day of July, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0

**INVESTMENT POLICY FOR THE
CITY OF FRANKLIN POST EMPLOYMENT BENEFITS TRUST**
(hereinafter referred to as “the Trust”)

I. Purpose of This Policy

The City of Franklin, hereby establishes this investment Policy (hereafter referred to as the “Policy”) for administering the Trust’s investment program. The Policy sets forth the investment objectives and other policies that will be applied within the investment program to insure that the Trust is managed in a manner consistent with the Trust document, prudent-person rules and applicable law. By establishing and communicating clear investment objectives and policies, the City of Franklin can enhance the effectiveness of the Trust’s investment program.

The City of Franklin reserves the right to amend this Policy at any time as deemed prudent or necessary at its sole discretion. Should any amendment to this Policy be required due to changes in the Trust document or a change in applicable law, the City of Franklin shall have due time to review such changes and prepare and implement an appropriate amendment. Because of the dynamic nature of the economic environment, developments in financial theories, and advances in technology, this Policy will be examined by the City of Franklin from time to time on a formal or informal basis and may, as a result of such examination, be revised by the City of Franklin.

II. Investment Objectives

The overall objective of this Policy is to provide guidance for the investment of contributions and other Trust assets, to help maintain adequate funding for Trust liabilities. The primary investment objectives of the Trust are as follows:

- **Return** – Obtain a reasonable long-term return consistent with the level of risk assumed. Specific return objectives may include fund performance that exceeds the rate of inflation, the assumed actuarial discount rate, and/or the total fund policy return which is typically defined as the return of a passively managed benchmark comprised of the annual portfolio weights for each asset class.
- **Cost** – Seek to control the cost of funding the Trust within prudent levels of risk through the investment of Trust assets.
- **Diversification** – Provide diversification of assets in an effort to avoid the risk of large losses and maximize the investment return to the Trust consistent with market and economic risk.
- **Safety** – Preservation of principal by avoiding overly risky alternatives that may provide additional investment return but subject the portfolio to above market risk of large losses.

III. Asset Allocation Policy

The City of Franklin shall adopt and maintain an asset allocation policy that is based on several factors including

- The projected liability stream of benefits and the costs of funding that liability stream,
- The relationship between the current and projected assets of the Trust and the projected actuarial liability stream,
- The historical performance of capital markets adjusted for the perception of future short and long-term capital market performance,
- The perception of future economic conditions, including inflation and interest rate assumptions

The asset allocation policy identifies equity and fixed income target allocations to eligible asset classes. The Employer's representative using recommendations of the investment manager will set the target allocations as to size, style, concentration, how managed and, where appropriate, suitable ranges within which each asset class can fluctuate as a percent of the total fund. Each asset class is to remain suitably invested in permitted securities or cash equivalents as the market and the asset allocation dictates. The asset classes may be rebalanced from time to time to take advantage of tactical market conditions across major asset classes or investment styles, or to align the current asset mix with strategic targets.

Generally, the portfolio will have not less than 50% or more than 75% of the entire portfolio in Equity type securities.

Generally speaking the portfolio will have not less than 25% nor more than 50% of the total portfolio invested in fixed income type securities.

IV. Investment Classes

While the Trust is not governed by the Employee Retirement Income Security Act of 1974 (ERISA), the City of Franklin may consider all asset classes that would be permitted under ERISA's "prudent-person" standard (as interpreted by the various courts) as acceptable investment options, provided such investments are permitted by the Trust document and other applicable laws including but not limited to Section 881.01 of the Wisconsin Statutes. To the extent that the City of Franklin deems it appropriate and consistent with the Trust document and this Policy, the City of Franklin may select one or more customized investment portfolios and retain an investment manager to manage the assets of each such portfolio.

The following asset classes are permitted for Trust investment options:

Investment Portfolio Equities – investments through Domestic stocks, International Stocks, Real Estate or Commodities as described below. The preferred ownership

would be through mutual funds or ETF's though investments in individual equities would be considered based upon the strategy of the investment manager and the benefit to the trust

- 1 **Domestic Stocks** - portfolios composed primarily of the common stocks of U S domiciled corporations Investment options may include different sizes (large-cap, mid-cap and small-cap) and styles (value, growth and blend) Such options may be broadly diversified or concentrated (sector funds), and may be either actively or passively managed (indexed)
Strategic Purpose Long-term growth
The portion of the equity portfolio not allocated to other categories
- 2 **Small Cap Stocks** - portfolios composed primarily of the common stocks of U S domiciled corporations Investment options may include different sizes (small-cap) and styles (value, growth and blend) Such options may be broadly diversified or concentrated (sector funds), and may be either actively or passively managed (indexed)
Strategic Purpose Long-term growth
100% of this equity portfolio to be invested in domestic stocks
Limit – Not to exceed 15% of the equity component of the portfolio
- 3 **International Stocks** – portfolios composed primarily of the common stocks of corporations domiciled outside of the U S Investment options may include different regional and emerging markets funds, a variety of sizes (large-cap, mid-cap and small-cap) and styles (value, growth and blend), be broadly diversified or concentrated (sector funds), and be either actively or passively managed (indexed)
Strategic Purpose Long-term growth, diversification
Limit 20% of equity portfolio
- 4 **Real Estate** – portfolio consists primarily of owned real estate investment options including real estate investment trusts of all types and other commingled real estate equity investment options
Strategic Purpose Income, diversification, inflation hedge
Limit 5% of equity portfolio
- 5 **High Yield Fixed Income Securities** – portfolio consists primarily of non-investment grade debt securities issued by the U S government, U S government sponsored/related agencies, and U S domiciled corporations or if international bonds, debt securities issued by foreign governments, foreign government sponsored/related agencies, and foreign corporations
Strategic Purpose Income, diversification, inflation hedge
Limit 5% of equity portfolio

Fixed Income – portfolios primarily composed of investment grade debt securities issued by the U S government, U S government sponsored/related agencies, and U S domiciled corporations or if international bonds, debt securities issued by foreign governments, foreign government sponsored/related agencies, and foreign corporations. Investment options may include quality ranges (high or medium), durations (short or intermediate), be broadly diversified or concentrated (sector funds), and be either actively or passively managed (indexed). Cash Equivalents will be considered as part of the fixed income investments.

Strategic Purpose. Income, diversification, deflation hedge (international only), hedge for current liabilities

V. Investment Performance Goals

It shall be the goal of the trust to earn an investment return equal to the long-term investment returns of the market as defined in Section II

Over numerous long-term periods, the equity markets have experienced ten percent investment returns and the fixed income markets have experienced five percent investment returns. Under the above investment returns, it is reasonable to project an eight percent investment return on the trust portfolio under 65% equity allocation and 35% fixed income allocation over a long period of time.

VI. Investment Measurement Criteria

When no investment manager is employed by the Employer representative, then passive index investments will be used. The securities chosen shall have investment expenses in the bottom quartile of the investment style and produce returns not less than 90% of the securities' benchmark in the last three year period as stated in its prospectus.

The investment manager shall be measured on equity investments against 80% of the investment return of the US equity market as measured by the S&P 500 index and 20% of the investment return of the world equity market as measured by the MSCI EAFE Index. The investment manager may also benchmark against other investment return indexes for specific portions of the equity portfolio as appropriate and agreed to by the Employer representative.

The investment manager shall be measured on fixed income investments against the investment return of the Merrill Lynch 1 to 5 year government index.

The Employer representative of the City of Franklin shall be its Director of Finance & Treasurer.

This investment policy shall be reviewed periodically, but not less than every three years.

VII. Investment Restrictions

The trust and therefore the investment manager is subject to the restrictions of Wisconsin Statutes section 881.01. In addition the Fund should be structured to minimize risk levels within the approved asset allocation to minimize the likelihood of sharp declines in principal values. The possibility of moderate declines in total value is a risk the Trust accepts as necessary to achieve the desired long-term results.

The Trust is not to invest directly in private placements, letter stock, any investment without an ascertainable market value, venture capital, futures, cryptocurrencies, and uncovered options. It may not directly engage in short sales, margin transactions or other specialized investment activities. However, to the extent that mutual funds or separate account managers utilize such investments and strategies, then such activity will be acceptable within the general confines of this policy provided that they are not a core attribute of such fund or manager.

VIII. Monitoring of Investment Managers and Investment Options

The objective of the investment manager monitoring process is to identify on a timely basis any adverse changes to the investment manager's organization or investment process by periodically evaluating a number of qualitative and quantitative factors. In addition, once adverse changes are identified, the monitoring process shall also dictate the timing and manner of response.

Using information provided by the investment manager the City of Franklin through its Employer representative shall evaluate the investment managers/options at least annually, in addition to using any other factors the City of Franklin believes are appropriate to the inquiry. These factors are intended to insure that decisions to retain investment managers/options are made with a prudent degree of care and that excessive risk is avoided.

If results from the monitoring process indicate substandard investment performance or a potentially adverse change in the investment manager's organization or investment process, the City of Franklin may choose one of several courses of action including but not limited to assigning the investment manager/option a temporary probationary status, undertaking an in-depth review, reducing the size of the investment manager's portfolio by assigning a portion to a new investment manager, or terminating the investment manager/option.

Being placed on a probationary status is meant to convey the City of Franklin's increased level of concern about a particular issue or event, which if left unresolved, could endanger the future relationship with the investment managers/options. An in-depth review may be undertaken as a result of the investment manager/option failing to rectify the issues that led to their placement on a probationary status, or in response to a major adverse change in the investment manager's organization or investment process to the extent that the City of Franklin seriously questions the firm's ability to manage the portfolio going forward.

The purpose of the in-depth review is to determine whether terminating the manager/option is an appropriate course of action

IX. Elimination of Investment Managers and Investment Options

The City of Franklin may eliminate a Trust investment manager/option any time the City of Franklin deems it in the best interests of the Trust. The City of Franklin may also eliminate any existing investment manager/option for the following reasons:

- Changing investment manager or investment option practices such that they are no longer materially consistent with this Policy, or this Policy changes so that it is no longer materially consistent with the practices of an investment manager or investment option, and,
- Final recommendation of an in-depth review

The City of Franklin may also add, eliminate, or replace any Trust investment option as the needs of the Trust change, or for any other prudent reason.

The City of Franklin may choose to use passive index funds in place of an Investment Manager.

X. Selection of Investment Managers and Investment Options

The City of Franklin shall select investment managers and, where appropriate, investment options based on the evaluation of qualitative and quantitative factors. The manager selection process will focus on the following five key aspects of an investment management firm and investment option:

- 1 **Organization** – evaluate the key elements of an efficient and successful investment management organization such as stable firm ownership, clear business objectives, industry reputation, and experienced and talented investment staff
- 2 **Investment Philosophy and Process** – evaluate the key elements of a valid and well-defined investment approach such as unique sources of information, disciplined buy/sell decisions, systematic portfolio construction, and adequate risk controls
- 3 **Resources** – evaluate the state of current and proposed resources supporting the investment process including the quality and depth of research and the adequacy of information management, compliance and trading systems
- 4 **Performance** – evaluate investment managers' historical returns and risks relative to passive indexes, and peer groups over longer time periods, like three and five years
- 5 **Management Fees** – evaluate the proposed fee structure relative to the industry and other competing candidates to ensure fees are appropriate

City of Franklin, WI
OPEB Investment Policy

These factors are chosen to ensure that investment manager/option selections are made with a prudent degree of care, and that excessive risk is avoided. Notwithstanding the above, the City of Franklin may also include other factors that they believe are appropriate to a specific manager/option selection exercise.

Policy Revised	July 6, 2021	Resolution 2021-7749
Policy Revised	April 1, 2019	Resolution 2019-7480
Policy Reviewed	April 21, 2016	No changes made
Policy Revised	May 6, 2014	Resolution 2014-6984
Policy Revised	June 18, 2013	Resolution 2013-6891
Policy Revised	March 6, 2012	Resolution 2012-6790
Policy Revised	March 1, 2011	Resolution 2012-6698
Policy Revised	February 2, 2010	Resolution 2010-6624
Policy Established	November 18, 2008	Council Motion

STATE OF WISCONSIN . CITY OF FRANKLIN MILWAUKEE COUNTY

RESOLUTION NO 2008- 6500

A RESOLUTION ESTABLISHING A SECTION 115 TRUST FOR OPEB OBLIGATIONS AND
DESIGNATING THE DIRECTOR OF FINANCE & TREASURER TO BE THE
EMPLOYER'S REPRESENTATIVE

WHEREAS, the adopted 2009 budget calls for establishment of a Section 115 Trust vehicle for funding the City of Franklin OPEB obligations and at a joint meeting of the Common Council and the Finance Committee, held on October 27, 2008, the Finance Committee recommended and the Common Council authorized the Director of Administration and the Director of Finance & Treasurer to consult with and engage outside counsel in either the development or the review of a Section 115 trust agreement, and

WHEREAS, establishing a trust segregates the funds from the general resources of the City of Franklin and prohibits access to the funds by the City or creditors of the City except in very limited instances as set forth in the trust and provides for greater investment options and revised actuarial conclusions that enable the City to anticipate savings of approximately \$161,000 per year in funding its OPEB obligations, which amount will vary annually based upon the size of the trust fund, the employee and retiree population covered, and the actuarial assumptions; and

WHEREAS, the initial, limited size of the trust (relative to the larger, national trust market) and the amount of annual charges for trust administration, led staff to pursue and recommend development of a City-established trust and to develop such a trust document under the counsel of attorney Charles Stevens of Michael Best & Friedrich LLP, and

WHEREAS, establishing a trust under Section 115 of the Internal Revenue Code requires executing a Declaration of Trust between the Employer (hereinafter "the City") and a Trustee that, among other things, establishes the legal basis for the trust, sets the duties and responsibilities of the parties, and transfers title to the assets of the trust to the Trustee; and

WHEREAS, day-to-day management of the trust, accounting and record keeping of the trust, and ensuring the trust document is being followed remains the responsibility of the City, as Settlor in such a Trust Agreement, and, as such, appropriate duties should be delegated to the Director of Finance and Treasurer to serve as the Employer's Representative for the Trust giving him responsibilities for administering the Trust as generally indicated above and more specifically as to be set forth in Trust operational guidelines to be established by Common Council within 6 months of establishment of the Trust; and

WHEREAS, an Investment Manager will be hired by the City, based on the recommendation of the Employer's Representative, to assist with the investment of trust assets as prescribed in the Trust document; and

WHEREAS, such a Trust Agreement would designate the Director of Administration as the "Trustee" to hold title to the assets of the Trust, to personally retain certain fiduciary responsibilities, and to monitor and oversee the actions of the City relative to the management and operations of the Trust

NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and Common Council of the City of Franklin, Wisconsin, that the City of Franklin Post-Employment Benefits Trust (hereinafter referred to as the "Trust") shall be established by execution of a declaration of trust ("Trust Agreement") in a form substantially as attached hereto, with technical corrections as determined by the "Employer's Representative" on advice of legal counsel

BE IT FURTHER RESOLVED, that an "Employer's Representative" is hereby designated and delegated the authority to and responsibility for administering the Trust, including but not limited to day-to-day management of the Trust, accounting and record keeping of the Trust, ensuring the Trust document is being followed, and preparing and submitting to the Common Council for its consideration, within six months of establishment of the Trust, a set of operational guidelines to specifically set forth such administrative, record keeping, and policy-making duties and responsibilities as are prudent for the long-term administration of the Trust.

BE IT FURTHER RESOLVED, that the "Employer's Representative" shall report the activities of the Trust to the Council through the Finance Committee quarterly and the investment manager(s) shall report the investment activities of the Trust to the Council through the Finance Committee at least annually

BE IT FURTHER RESOLVED, that the Director of Finance and Treasurer is hereby designated the "Employer's Representative"

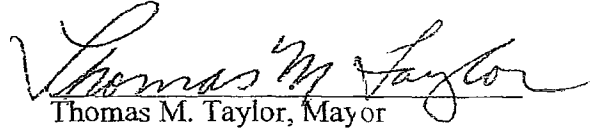
BE IT FURTHER RESOLVED, that the "Employer's Representative" is hereby authorized, with the direction and guidance of counsel, as identified above, to seek a Private Letter Ruling from the Internal Revenue Service, within the first year of the Trust, confirming compliance of the Trust with Internal Revenue Code Section 115 with such expenditures, not to exceed \$15,000, to be funded from contingency appropriations.

BE IT FINALLY RESOLVED, that the Mayor, City Clerk, and Director of Finance & Treasurer be and the same are hereby authorized to execute and deliver such Trust Agreement to the Trustee, as set forth therein.

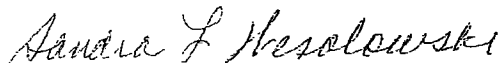
Introduced at a regular meeting of the Common Council of the City of Franklin this 18th day of November, 2008.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 18th day of November, 2008

APPROVED


Thomas M. Taylor, Mayor

ATTEST:


Sandra L. Wesolowski, City Clerk

AYES 5 NOES 0 ABSENT 1 (Ald. Skowronski)

**CITY OF FRANKLIN
POST EMPLOYMENT BENEFITS TRUST**

This is a declaration of trust by the City of Franklin, as Settlor (hereinafter, the "Employer") and the Director of Administration for the City of Franklin, as Trustee (hereinafter, the "Trustee"). The trust created by this agreement may be referred to as the City of Franklin Post Employment Benefits Trust (hereinafter referred to as the "Trust") This Trust shall come into existence when the Employer and Trustee have signed this agreement (the "Agreement")

RECITALS:

The Employer and the Trustee acknowledge the following

A The Employer is a City in the State of Wisconsin (the "State") and is exempt from federal income taxation under the United States Constitution and Section 115 of the Internal Revenue Code of 1986, as amended (the "Code"). The Trust is an integral part of the Employer and therefore is also exempt from federal income taxation under the United States Constitution and Section 115 of the Code This Trust is not intended to serve as a trust described in Code Section 457(g) or an organization described in Code Section 501(a). Nor is it intended to serve as a custodial account described in Code Sections 401(f) or 403(b)(7)

B. The Employer provides for Post Employment benefits to its eligible former employees (the "Participants") and their Dependents, as defined herein, by maintaining one or more Post Employment welfare benefit plans which may include, without limitation, plans providing health care and other benefits, which benefits of such Plan may change over time as per the authority of the Employer. The Post Employment welfare benefit plans and the requirements that the Employer has established for eligibility and participation shall constitute the "Plan" for purposes of this Agreement and Trust The Employer represents and warrants that it is permitted

to maintain the Plan under applicable laws of the State and the Charter of the City of Franklin and further represents and warrants that the structure of the Plan is in compliance with applicable laws of the State and the United States

C. To the extent the Plan provides health benefits, the Plan, as funded through this Trust, is intended to qualify as an accident and health plan within the meaning of Sections 105(e) and 106 of the Code.

D. It is an essential function and integral part of the exempt governmental activities of the Employer to assist Participants by making contributions to and accumulating assets in the Trust, a segregated fund, to provide for Post Employment benefits under the Plan.

E. The authority to conduct the general operation and administration of the Plan is vested in the Employer or its designee, who has the authority and shall be subject to the duties with respect to the Trust specified in this Agreement.

F. The Employer wishes to establish this Trust to hold assets, to incur indebtedness if deemed necessary, and to use such Trust assets, the proceeds of indebtedness, and income from Investments for the exclusive benefit of Plan Participants and for defraying reasonable expenses of administering the Plan and Trust

G. All actions and decisions by the Employer are governed by and under the exclusive authority of the Common Council of the City of Franklin (the "Common Council"). The Common Council may delegate responsibility for certain functions, actions or decisions on the part of the Employer to others, within its discretion Hereafter, where the Employer is authorized to appoint, designate or delegate responsibility to another for certain functions, actions and/or decisions, such

appointments, designations and delegations shall be made by authority of the Common Council.

ARTICLE 1 DEFINITIONS

1.1 Definitions The following words and phrases shall have the meanings stated below, unless otherwise expressly provided

(a) Applicable Investment Laws means those provisions of Wisconsin law that apply to the investment of assets held by the Trust. At the time of the creation of the Trust such provisions include but are not limited to Section 66.0603(1m)(b) and Section 881.01 of the Wisconsin Statutes, as they apply to the Trust. Applicable Investment Laws include amendments to such statutory provisions as they become effective.

(b) Dependent means an individual who is designated as a dependent under the terms of the Plan and is eligible for benefits under the Plan.

(c) Employer means the City of Franklin, which is the settlor of this Trust and the administrator of the Plan. The Employer may contract with a third party to provide administrative services to implement and maintain the Plan.

(d) Investment means any investment option selected by the Employer or by an Investment Manager appointed in accordance with Section 5.2 in which Trust assets may be invested. The Trustee shall not be required to select any Investments.

(e) Participant means a former employee of the Employer who is eligible for benefits as provided under the Plan.

(f) Trust means the City of Franklin Post Employment Benefits Trust established by this Agreement.

(g) Trustee means the initial Trustee or any successor Trustee or additional trustees, appointed pursuant to Article 11 hereof

1 2 Construction

(a) Governing Law This Trust shall be governed by and construed in accordance with the laws of the State of Wisconsin.

(b) Gender and Number. Words used in the masculine gender shall include the feminine gender, and words used in the singular shall include the plural where appropriate

(c) Severability. If any part of this Agreement shall be determined to be illegal or unenforceable for any reason, such determination shall not affect the remaining provisions of the Agreement. The remaining provisions shall be interpreted to effectuate the purpose of this Trust

(d) Nothing contained herein is intended to nor shall it in any matter whatsoever expand the employee benefit obligations of the City of Franklin nor shall it limit the management rights of the City of Franklin with respect to its employees or former employees

**ARTICLE 2
ESTABLISHMENT AND ACCEPTANCE OF TRUST**

2 1 Establishment. The effective date of this Trust shall be the date of execution between the Employer and the Trustee on the signature page of this Trust Document

2 2 Acceptance of Trust. All payments made by the Employer to the Trust, together with the income, gains and all other increments, shall be held, managed and administered in trust pursuant to the terms of this Agreement. The Trustee

accepts the Trust created by this Agreement and agrees to perform the duties, responsibilities and obligations as Trustee under this Agreement.

ARTICLE 3 BENEFITS

3.1 Benefits This Trust shall provide benefits pursuant to the express terms of the Plan to Participants, their Dependents and, in the case of death benefits (if any), their survivors, either directly or through the purchase of insurance or contribution or reimbursement of qualified expenses, as directed by the Employer

3.2 Form of Benefits. The Employer may authorize the Trust to reimburse the Employer for any expense paid by the Employer in its role as administrator on behalf of a Participant or Dependent pursuant to the Plan or to directly reimburse a Participant or Dependent for direct payments made by that Participant or Dependent for eligible expenses under the Plan or provide payments directly to the providers of the benefits

ARTICLE 4 DUTIES AND RESPONSIBILITIES

4.1 Trustee Duties and Responsibilities The Trustee shall have the duty to hold title to assets held for the Plan in the Trustee's name, as such assets are identified to the Trustee by the Employer in writing. The Trustee has no duty to determine the amount of Employer contributions or to collect amounts which may be due under the Plan. The Trustee shall not be required to select any investment. The Trustee shall not be responsible for the custody, investment, safekeeping or disposition of any assets comprising the Trust, except to the extent such functions are performed as directed by the Employer. In addition, as directed by the Employer in writing, the Trustee shall have the duty to execute those documents incurring and

evidencing indebtedness on behalf of the Trust, and as directed by the Employer in writing, take such other actions and execute and deliver such other documents as are necessary with respect to such indebtedness incurred by the Trust. Further duties of the Trustee are specified in Section 5.3 of this Trust.

4.2 Employer Duties. The Employer shall make such contributions to the Trust from time to time as required per contractual agreement, along with such other contributions, if any, as it may determine in its discretion. and in addition, the Employer may arrange for the Trust to incur such indebtedness as it may determine in its discretion is necessary and appropriate to carry out the purposes of the Trust. The Employer shall also report to the Trustee in writing the identity and value of the assets and indebtedness that are titled in the Trustee's name. The Employer or its delegate shall maintain accurate records regarding Participants and their Dependents under the Plan. The Employer, either through the appointment of an Investment Manager or through other steps it deems advisable in its discretion, is responsible of investment of the assets of the Trust pursuant to Article 5 of this Trust.

ARTICLE 5 INVESTMENTS

5.1 Permitted Investments. The funds held in the Trust may be invested only in Investments which the Trust is permitted to make under Applicable Investment Laws.

5.2 Appointment of Investment Manager. The Employer may appoint one or more investment managers (an "Investment Manager") to supervise and direct the investment and reinvestment of a portion or all of the Trust in accordance with the provisions of this Agreement and the requirements of Applicable Investment Laws. Any Investment Manager must be an entity to which the Employer is authorized to

delegate investment authority pursuant to Applicable Investment Laws. The Employer shall notify the Trustee in writing of any such appointment. If no Investment Manager is appointed, then the Employer shall act as Investment Manager subject to the limitations provided herein.

5.3 Trustee Actions. The Trustee shall not have any discretion or authority with respect to the investment of the Trust and shall act solely as a directed Trustee of the assets to which it holds title.

(a) To the extent directed by the Employer, the Trustee is authorized and empowered with the following powers, rights and duties which shall be exercised in a nondiscretionary manner:

(i) To register Investments in its name as Trustee or in the name of a nominee, or to take and keep such Investments unregistered

(ii) To exercise where appropriate, any rights of ownership in insurance contracts in which Trust assets may be invested and to pay the premiums on such contracts

(iii) At the direction of the Employer or the Investment Manager, to take any investment-related action as directed by the Employer from time to time

(iv) At the direction of the Employer, to borrow money for any purpose, including but not limited to the payment or refinancing of existing indebtedness, either on general trust credit or on the mortgage or pledge of any specific property, and on such terms and for such length of time, all as the Employer sees fit.

(b) As directed by the Employer or, at the Trustee's own discretion, the Trustee is empowered to employ such agents and legal counsel as it deems advisable in connection with its duties and to pay such agents and legal counsel a

reasonable fee. Provided the Trustee has used reasonable care in selecting its agents and legal counsel, the Trustee shall not be liable for the acts done in good faith and in reliance upon the advice of such agents and legal counsel.

5.4 Title to Assets. Notwithstanding anything within this Agreement to the contrary, the Trustee shall hold Plan assets as titleholder only. The Employer, the Investment Manager and any agents and subagents, but not the Trustee, shall hold custody or possession of assets titled to the Trust.

5.5 Liability of Trustee. The Trustee shall not incur any liability for any act or failure to act unless such act or failure to act is due to its own negligence, willful misconduct or lack of good faith. Specifically, the Trustee may act or rely upon any direction from the Employer, an Investment Manager or any of the preceding parties' agents to take title to the assets, unless this action involves or results from the Trustee's negligence, willful misconduct or lack of good faith. The Trustee may refuse to comply with any direction from the Employer, the Investment Manager or such other agents if the Trustee, in its sole and absolute discretion, deems such direction illegal.

5.6 Valuation of Assets. The Employer or, if so designated by the Employer, the Investment Manager or another agent of the Employer, will be responsible for valuing all Trust assets and for holding, investing, trading and disposing of such assets. The Employer will indemnify and hold the Trustee harmless against any and all claims, actions, demands, liabilities, losses, damages or expenses which arise from or are related to any use of such valuation by the Trustee or holding, trading or disposition of such assets.

5.7 Indemnification of Trustee. The Employer indemnifies and holds the Trustee harmless from any and all actions, claims, demands, liabilities, losses or

damages in connection with or arising out of (a) any good faith action taken or omitted by the Trustee in accordance with the directions of the Employer, an Investment Manager or their agents; or (b) any disbursement of any part of the Trust directed by the Employer. However, the Employer shall have no responsibility to indemnify the Trustee if the Trustee fails to perform any of its duties required by the provisions of this Trust through the Trustee's gross negligence or reckless or intentional act or omission.

5.8 Indemnification of Employer. The Trustee shall indemnify and hold harmless the Employer from any and all actions, claims, demands, liabilities, losses, damages and reasonable expenses of any kind and nature in connection with or arising out of (a) the Trustee's failure to follow the directions of the Employer, the Investment Manager or such parties' agents, (b) any disbursements made without the direction of the Employer, the Investment Manager or such parties' agents; and (c) the Trustee's negligence, willful misconduct or recklessness with respect to the Trustee's duties under this Agreement.

5.9 Trustee not Liable for Indebtedness. The Trustee shall not be personally liable for indebtedness incurred by the Trust at the direction of the Employer.

ARTICLE 6 CONTRIBUTIONS

6.1 Employer Contributions. The Employer shall make such contributions to the Trust from time to time as required per contractual agreement and, in addition, such other contributions, if any, as it may determine in its discretion.

6.2 Receipt of Contributions. The Employer or, if designated by the Employer, the Investment Manager or such other agent of the Employer, shall

receive all contributions paid or delivered to it under this Agreement. The Employer or its designee shall hold, invest, reinvest and administer such contributions pursuant to this Agreement. The Trustee shall not be responsible for the calculation or collection of any contribution under the Plan but shall hold title to Plan assets in the Trustee's name as directed by the Employer.

6.3 Anti-Assignment. No assets maintained under this Trust shall be subject to transfer, assignment or alienation, whether voluntary or involuntary, in favor of any creditor, transferee or assignee of the Employer, the Trustee or any Participant or Dependent.

6.4 Reversion of Assets. Upon the satisfaction of all liabilities under the Plan and upon termination of the Trust, any amount of Employer contributions and accrued earnings remaining in the Trust shall be returned to the Employer.

ARTICLE 7 DISBURSEMENTS AND EXPENSES

7.1 Exclusive Benefit. The Employer or its designee shall make payments from the Trust in accordance with the Plan. However, no payment shall be made which would cause any part of the Trust to be used for or diverted to purposes other than the exclusive benefit of the Participants, subject to the provisions of Sections 6.4 and 10.3 of this Trust.

7.2 Expenses. The Employer and Trustee may be reimbursed for expenses reasonably incurred by them in the administration of the Trust, including but not limited to reasonable fees of accountants, actuaries and legal counsel and reasonable expenses associated with necessary training of the Employer and the Trustee and their respective agents.

ARTICLE 8

ACCOUNTING

8.1 Recordkeeping The Trustee is not required to maintain accounts of the investments, receipts, disbursements and other transactions of the Trust, except as necessary to perform its title-holding function under this Agreement. All such records shall be maintained by the Employer or its designee

8.2 Reports As soon as possible following the close of each year, the Trustee shall provide the Employer with a written account describing assets titled to the Trust that were reported to the Trustee by the Employer or its designee

ARTICLE 9 MISCELLANEOUS

9.1 Bonding. The Trustee shall not be required to provide any bond in the exercise of its powers under this Agreement. The Employer, within its discretion, may obtain a bond with respect to the Trust

9.2 Additional Duties. The Employer may engage the Trustee as its agent to perform any duties required of the Employer. Any such engagement shall not increase the responsibility or liability of the Trustee under this Agreement.

9.3 Audit. The Employer shall, at all reasonable times during the term of this Agreement and for three years after the termination of this Agreement, have the right to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of the Trustee relating to this Agreement and the Trustee's performance of its duties

9.4 Limitation Neither the Plan nor the Trust gives any Participant, Dependent or any other person any legal right against the Trustee or the Employer, except as expressly provided in the Plan or this Agreement

9 5 Protections. The Employer and the Trustee shall not be responsible for the validity of any insurance contract or any action of any insurer or any other service provider that offers or provides services pursuant to the Plan or this Agreement

9 6 Interpretation and Discretionary Authority Under the exclusive discretionary authority of the Common Council, the Employer shall have the responsibility of interpreting the language of this Trust and determining and resolving all issues that arise. Such interpretation and determination of issues shall be final and binding

ARTICLE 10 AMENDMENT AND TERMINATION

10 1 Amendment and Termination. Under the exclusive discretionary authority of the Common Council, the Employer reserves the right to alter, amend or terminate this Agreement at any time for any reason, without the consent of the Trustee or any other person or entity. Nothing in this Trust shall be construed in any way as a limitation upon the Employer's ability to alter, amend, or terminate the Plan at any time for any reason, without the consent of any person.

10 2 Amendment Regarding Trustee. If an amendment of the Trust affects the rights, duties or responsibilities of the Trustee, such amendment shall be effective when the Trustee executes the amendment. If the Trustee fails to execute the Amendment as requested by the Employer, it is anticipated that Section 11 1 of this Trust may be invoked by the Employer.

10 3 Reversion on Termination Upon termination of this Agreement and satisfaction of all liabilities under the Plan, any amount of Employer contributions, plus accrued earnings, remaining in the Trust shall be returned to the Employer

ARTICLE 11
SUCCESSOR TRUSTEES

11.1 Dismissal. Under the exclusive discretionary authority of the Common Council, the Employer may dismiss the Trustee or any number of additional Trustees at any time by giving a 10-day written notice to the Trustee or additional Trustees, but such notice period will not be required to the extent it would extend beyond such Trustee's termination of employment pursuant to Section 11.2 of this Trust.

11.2 Resignation and Termination. The Trustee may resign following a 21-day written notice to the Employer. The Employer may relieve the Trustee of its duties prior to the expiration of such 21-day period. To the extent the Trustee's or any additional Trustee's service as a Trustee to the Trust is within the scope of his or her employment by the Employer or an entity associated with the Employer, then a termination of such employment for any reason shall immediately result in such person's termination as Trustee or additional Trustee under this Trust.

11.3 Successor Trustee and Additional Trustees. Under the exclusive discretionary authority of the Common Council, the Employer may appoint a successor Trustee that shall succeed to all rights, duties and responsibilities of the former Trustee under this Agreement. The terminated Trustee shall be discharged of all duties under this Agreement and responsibilities for the Trust as of the date determined by the Employer (recognizing the Trustee's right to 10 days' notice if applicable, but in no event later than the Trustee's termination of employment pursuant to Section 11.2 of this Trust). If circumstances permit the Trust to be without a Trustee, the Mayor of the City of Franklin will serve as Trustee until the Employer acts to appoint a successor Trustee. The Employer may appoint additional Trustees who will share in all rights, duties and responsibilities of the

Trustee or Trustees already serving pursuant to this Agreement, in accordance with
governance rules established the Trustees

Executed this 21st day of November, 2008

**EMPLOYER:
CITY OF FRANKLIN**

By: Thomas M Taylor
Name. Thomas M Taylor
Title. Mayor

By: Sandra A Wesolowski
Name. Sandra A. Wesolowski
Title: Director of Clerk Services

By: Calvin A Patterson
Name. Calvin A Patterson
Title: Director of Finance & Treasurer



TRUSTEE:

By: Mark W. Lubarda
Name Mark W. Lubarda
Title: Director of Administration



FIDELITY PRIVATE
CLIENT GROUP®

INVESTMENT REPORT
January 1, 2023 - January 31, 2023

FIDELITY ACCOUNT CTY FRANKLIN POST EMP BENE TR U/A
11/21/08 MARGARET A STEENO TRUSTEE

▶ Account Number: 636-543136

Envelope # BNLTXMBBCCQGQ

0083112 02 AB 0 504 02 TR 00579 FIEG9Y13 000000
MARGARET ANN STEENO
CTY FRANKLIN POST EMP BENE TR
9229 W LOOMIS RD
FRANKLIN WI 53132-9630



Your Account Value: **\$8,205,148.59**

Change from Last Period: ▲ \$398,625.41

	This Period	Year-to-Date
Beginning Account Value	\$7,806,523.18	\$7,806,523.18
Change in Investment Value *	398,625.41	398,625.41
Ending Account Value **	\$8,205,148.59	\$8,205,148.59
Accrued Interest (AI)	0.00	
Ending Account Value Incl AI	\$8,205,148.59	

* Reflects appreciation or depreciation of your holdings due to price changes, transactions from Other Activity In or Out and Multi-currency transactions, plus any distribution and income earned during the statement period

** Excludes unpriced securities

Contact Information

Online Fidelity.com
 FAST®-Automated Telephone (800) 544-5555
 Private Client Group (800) 544-5704

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INVESTMENT REPORT
January 1, 2023 - January 31, 2023

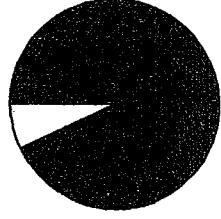
Account Summary

Account # 636-543136
CTY FRANKLIN POST EMP BENE TR - TRUST: UNDER AGREEMENT

Account Value: **\$8,205,148.59**

Account Holdings

7% Core Account (\$567,117)



93% Exchange Traded Products (\$7,635,487)

Change in Account Value

	This Period	Year-to-Date
Beginning Account Value	\$7,806,523.18	\$7,806,523.18
Change in Investment Value *	398,625.41	398,625.41
Ending Account Value	\$8,205,148.59	\$8,205,148.59
Accrued Interest (AI)	0.00	
Ending Account Value Incl AI	\$8,205,148.59	

Total Account Trades Feb 2022 - Jan 2023 0

* Reflects appreciation or depreciation of your holdings due to price changes, transactions from Other Activity In or Out and Multi-currency transactions, plus any distribution and income earned during the statement period

Core Account and Credit Balance Cash Flow

	This Period	Year-to-Date
Beginning Balance	\$564,412.76	\$564,412.76
Investment Activity		
Dividends, Interest & Other Income D	2,704.51	2,704.51
Total Investment Activity	\$2,704.51	\$2,704.51
Ending Balance	\$567,117.27	\$567,117.27

D Includes dividend reinvestments

Top Holdings

Description	Value	Percent of Account
Ishares Core S&P 500 ETF	\$3,467,556	42%
Ishares Core S&P Mid-Cap ETF	856,580	10
Fidelity Government Money Market	567,117	7
Total	\$4,891,254	59%

Please note that, due to rounding, percentages may not add to 100%

Income Summary

	This Period	Year-to-Date
Taxable	\$2,704.51	\$2,704.51
Dividends	2,704.51	2,704.51
Tax-exempt	4.74	4.74
Dividends	4.74	4.74
Total	\$2,709.25	\$2,709.25



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INVESTMENT REPORT
January 1, 2023 - January 31, 2023

Holdings

Account # 636-543136
CTY FRANKLIN POST EMP BENE TR - TRUST: UNDER AGREEMENT

Core Account

Description	Beginning Market Value Jan 1, 2023	Quantity Jan 31, 2023	Price Per Unit Jan 31, 2023	Ending Market Value Jan 31, 2023	Total Cost Basis	Unrealized Gain/Loss Jan 31, 2023	EAI(\$)/ EY (%)
FIDELITY GOVERNMENT MONEY MARKET (SPAXX)	\$564,412.76	567,117.270	\$1.0000	\$567,117.27	not applicable	not applicable	\$7,364.42 1.3000%
Total Core Account (7% of account holdings)	\$564,412.76			\$567,117.27			\$7,364.42

Mutual Funds

Description	Beginning Market Value Jan 1, 2023	Quantity Jan 31, 2023	Price Per Unit Jan 31, 2023	Ending Market Value Jan 31, 2023	Total Cost Basis	Unrealized Gain/Loss Jan 31, 2023	EAI(\$)/ EY (%)
Short-Term Funds							
FIDELITY MUNICIPAL MONEY MARKET (FTEXT)	\$2,539.43	2,544.170	\$1.0000	\$2,544.17	not applicable	not applicable	\$23.31 0.9200%
-- 7-day yield 1.49%							
Total Short-Term Funds (0% of account holdings)	\$2,539.43			\$2,544.17			\$23.31
Total Mutual Funds (0% of account holdings)	\$2,539.43			\$2,544.17			\$23.31

Exchange Traded Products

Includes exchange-traded funds (ETFs), exchange-traded notes (ETNs), and other exchange-traded vehicles

Description	Beginning Market Value Jan 1, 2023	Quantity Jan 31, 2023	Price Per Unit Jan 31, 2023	Ending Market Value Jan 31, 2023	Total Cost Basis	Unrealized Gain/Loss Jan 31, 2023	EAI(\$)/ EY (%)
Equity ETPs							
ISHARES CORE S&P 500 ETF (IVV)	\$3,262,888.44	8,492.461	\$408.3100	\$3,467,556.75	\$1,846,748.48	\$1,620,808.27	\$54,294.90 1.570%
ISHARES CORE S&P MID-CAP ETF (IJH)	783,980.48	3,241.062	264.2900	856,580.27	499,034.40	357,545.87	12,779.42
ISHARES CORE S&P SMALL-CAP E (IJR)	501,746.92	5,301.637	103.6400	549,461.65	388,971.96	160,489.69	7,094.31 1.290%



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INVESTMENT REPORT
January 1, 2023 - January 31, 2023

Account # 636-543136
CTY FRANKLIN POST EMP BENE TR - TRUST: UNDER AGREEMENT

Holdings

Exchange Traded Products (continued)

Description	Beginning Market Value Jan 1, 2023	Quantity Jan 31, 2023	Price Per Unit Jan 31, 2023	Ending Market Value Jan 31, 2023	Total Cost Basis	Unrealized Gain/Loss Jan 31, 2023	EAI(\$)/ EY (%)
Equity ETPs (continued)							
ISHARES TRUST CORE MSCIEAFE ETF (IEFA)	469,167.25	7,611.409	67.0700	510,497.20	475,128.36	35,368.84	12,684.48 2.480
Total Equity ETPs (66% of account holdings)	\$5,017,783.09			5,384,095.87	3,209,883.20	2,174,212.67	86,853.11
Fixed Income ETPs							
FIDELITY LIMITED TERM BOND ETF (FLTB)	\$316,602.00	6,600.000	\$48.5500	\$320,430.00	\$347,270.06	-\$26,840.06	\$5,933.40 1.850%
ISHARES BONDS DEC 2023 TERM CORPORATE ETF (IBDO)	422,005.80	16,860.000	25.1400	423,860.40	430,230.76	-6,370.36	7,817.41 1.840
ISHARES BONDS DEC 2025 TERM CORPORATE ETF (IBDQ)	388,512.00	15,975.000	24.6300	393,464.25	414,641.01	-21,176.76	8,681.66 2.210
ISHARES BONDS DEC 2024 TERM CORPORATE ETF (IBDP)	397,069.20	16,260.000	24.6300	400,483.80	414,742.98	-14,259.18	8,183.30 2.040
ISHARES TRIBONDS DEC 2026 TERM CORP ETF (IBDR)	371,031.50	15,890.000	23.8100	378,340.90	414,036.20	-35,695.30	9,061.11 2.390
ISHARES TRIBONDS 27 ETF (IBDS)	326,567.40	13,973.787	23.9600	334,811.93	379,841.29	-45,029.36	9,375.96 2.800
Total Fixed Income ETPs (27% of account holdings)	\$2,221,787.90			2,251,391.28	2,400,762.30	-149,371.02	49,052.84
Total Exchange Traded Products (93% of account holdings)	\$7,239,570.99			\$7,635,487.15	\$5,610,645.50	\$2,024,841.65	\$135,905.95
Total Holdings				\$8,205,148.59	\$5,610,645.50	\$2,024,841.65	\$143,293.68

EAI Estimated Annual Income (EAI) & Estimated Yield (EY) - EAI is an estimate of annual income for a specific security position over the next rolling 12 months. EAI may be negative on short & EY positions. EY is calculated by dividing the current EAI for a security position by its statement closing date market value. EAI and EY are estimates only and may include return of principal and/or capital gains, which would render them overstated. Actual income and yield might be lower or higher than the estimated amounts. For calculation details, refer to the "Additional Information and Endnotes" section.

All positions held in cash account unless indicated otherwise.



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INVESTMENT REPORT
January 1, 2023 - January 31, 2023

Account # 636-543136
CTY FRANKLIN POST EMP BENE TR - TRUST: UNDER AGREEMENT

Holdings

Total Cost Basis does not include the cost basis on core money market or other positions where cost basis is unknown or not applicable

Activity

Dividends, Interest & Other Income

(Includes dividend reinvestment)

Settlement Date	Security Name	Symbol/ CUSIP	Description	Quantity	Price	Amount
01/03	FIDELITY LIMITED TERM BOND ETF	316188200	Dividend Received	-	-	\$825.00
01/31	FIDELITY GOVERNMENT MONEY MARKET	31617H102	Dividend Received	-	-	1,879.51
01/31	FIDELITY MUNICIPAL MONEY MARKET	316048107	Reinvestment	4.740	1.00000	-4.74
01/31	FIDELITY MUNICIPAL MONEY MARKET	316048107	Dividend Received	-	-	4.74
Total Dividends, Interest & Other Income						\$2,704.51

Core Fund Activity

For more information about the operation of your core account, please refer to your Customer Agreement

Settlement Date	Account Type	Transaction	Description	Quantity	Price	Amount	Balance
01/03	CASH	You Bought	FIDELITY GOVERNMENT MONEY MARKET	825.000	\$1.0000	\$825.00	\$565,237.76
01/31	CASH	Reinvestment	MORNING TRADE @ 1 FIDELITY GOVERNMENT MONEY MARKET REINVEST @ \$1.000	1,879.510	1.0000	1,879.51	567,117.27
Total Core Fund Activity						\$2,704.51	

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INVESTMENT REPORT
January 1, 2023 - January 31, 2023

Account # 636-543136
CTY FRANKLIN POST EMP BENE TR - TRUST: UNDER AGREEMENT

Estimated Cash Flow (Rolling as of January 31, 2023)

Month	Bond & CD Income	Bond & CD Principal	Stock Income	ETP Income	Mutual Fund Income	Other Income	Total Est. Cash Flow
February 2023	--	--	--	\$4,088	\$616	--	\$4,704
March	--	--	--	22,630	616	--	23,246
April	--	--	--	4,088	616	--	4,704
May	--	--	--	4,088	616	--	4,704
June	--	--	--	28,972	616	--	29,588
July	--	--	--	4,088	616	--	4,704
August	--	--	--	4,088	616	--	4,704
September	--	--	--	22,630	616	--	23,246
October	--	--	--	4,088	616	--	4,704
November	--	--	--	4,088	616	--	4,704
December	--	--	--	28,972	616	--	29,588
January 2024	--	--	--	4,088	616	--	4,704
Total	--	--	--	\$135,908	\$7,392	--	\$143,300

This table presents the estimated monthly interest and dividend income and return of principal that your current holdings may generate over the next rolling 12 months. The cash flows displayed are estimates provided for informational purposes only and there is no guarantee that you will actually receive any of the amounts displayed. These estimates should not be relied upon for making investment, trading or tax decisions. The estimates for fixed income are calculated using the security's coupon rate. The estimates for all other securities are calculated using an indicated annual dividend (IAD). The IAD is an estimate of a security's dividend payments for the next 12 months calculated based on prior and/or declared dividends for that security. IADs are sourced from third party vendors believed to be reliable, but no assurance can be made as to accuracy. There are circumstances in which these estimates will not be presented for a specific security you hold. Please refer to Help/Glossary on Fidelity.com for additional information on these calculations.

Bond & CD Income includes interest payments for fixed and variable rate bonds, international bonds that pay in USD, and Certificates of Deposit (CDs)

Bond & CD Principal includes maturing principal payments for fixed and variable rate bonds, international bonds that pay in USD, and Certificates of Deposit (CDs)

Stock Income includes estimated dividend payments for common stocks, preferred stocks, ADRs, closed-end mutual funds, and MLPs

ETP Income includes estimated dividend payments for Exchange Traded Funds (ETFs) and Exchange Traded Notes (ETNs)

Mutual Fund Income includes estimated dividend payments for Fidelity and non-Fidelity mutual funds

Other Income includes, but is not limited to estimated dividend payments for Unit Investment Trusts (UITs), REITs, and LPs

This table does not include cash flow from foreign denominated fixed income

-- not available



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INVESTMENT REPORT
January 1, 2023 - January 31, 2023



Additional Information and Endnotes

Account # 636-543136
CTY FRANKLIN POST EMP BENE TR - TRUST: UNDER AGREEMENT

▶ **Electronic Funds Transfer Notice** The following notice is required by the Bureau of Consumer Financial Protection's Regulation E and applies to electronic funds transfers (EFTs) made by consumers. However, it doesn't apply to all EFTs. Generally, EFTs in nonretirement accounts, aside from those made for the purchase or sale of securities, are subject to Regulation E (each a "Covered Transfer")

Error Resolution In the case of errors or questions about a Covered Transfer, promptly call or write Fidelity using the contact information listed below. You must call or write Fidelity if you think that your statement is wrong or if you need more information about a Covered Transfer on the statement. Fidelity must hear from you no later than 60 days after Fidelity sent the FIRST statement on which the problem or error appeared. You will need to tell Fidelity your name and account number, describe the error or Covered Transfer that you are unsure about, explain as clearly as you can why you believe that it is an error or why you need more information, and tell Fidelity the dollar amount of the suspected error.

If you notify Fidelity orally, Fidelity may require that you send your complaint or question in writing within 10 business days. Fidelity will tell you the results of its investigation within 10 business days of hearing from you and will correct any error promptly. If Fidelity needs more time, however, it may take up to 45 days to investigate your complaint or question. If Fidelity decides to do this, it will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes Fidelity to complete its investigation. If Fidelity asks you to put your request or question in writing and doesn't receive it within 10 business days, or if your account is a brokerage account subject to Regulation T of the Board of Governors of the Federal Reserve System (Credit by Brokers and Dealers, 12 CFR 220), Fidelity may not credit your account.

For questions involving new accounts, or point-of-sale or foreign-initiated transactions, Fidelity may take up to 90 days to investigate your complaint or question. For new accounts, Fidelity may take up to 20 days to credit your account for the amount you think is in error. Fidelity will inform you of the results of its investigation within three business days of its completion. If Fidelity decides that there was no error, Fidelity will send you a written explanation. You may ask for copies of the documents that Fidelity used in the investigation.

Contact Information You can contact Fidelity by mail at Fidelity Investments, PO Box 770001, Cincinnati, OH, 45277-0002, or by phone at 800-544-6666 707063 2 0

Estimated Annual Income (EAI) & Estimated Yield (EY) - EAI for fixed income is calculated using the coupon rate. For all other securities, EAI is calculated using an indicated annual dividend (IAD). The IAD is an estimate of a security's dividend payments for the next 12 months calculated based on prior and/or declared dividends for that security. EY reflects only the income generated by an investment and not changes in its price which may fluctuate. Interest and dividend rates are subject to change at any time and may be affected by current and future economic, political and business conditions. EAI and EY are provided for informational purposes only and should not be used or relied on for making investment, trading or tax decisions. EAI and EY are based on data obtained from information providers believed to be reliable, but no assurance can be made as to accuracy, timeliness or completeness. Please refer to the Help/Glossary on Fidelity.com for additional information regarding these calculations.



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INVESTMENT REPORT
January 1, 2023 - January 31, 2023

Account # 636-543136
CTY FRANKLIN POST EMP BENE TR - TRUST: UNDER AGREEMENT

Additional Information and Endnotes

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;">✱</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">2/20/2023</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">An Ordinance to Amend Ordinance 2022-2521, An Ordinance Adopting the 2023 Annual Budget for the General Operating Fund to Transfer \$30,380 in Expenditures from the Engineering Personal Services Salary and Benefits Accounts to the Planning Personal Services Salary and Benefits Accounts</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.18.</p>

BACKGROUND

On 2/7/2023, the Common Council approved adding a .5 FTE Secretarial position to the Planning Department by reducing a same position in the Engineering Department by .5 FTE. It is necessary now to re-assign the funding for this change to appropriate accounts within the departments.

Costs and accounts are listed on the attached ordinance.

FISCAL IMPACT

There is no change in effect to the 2023 Annual Budget. This action properly aligns the costs and accounts for the change authorized on 2/7/2023.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2023-____, An Ordinance to Amend Ordinance 2022-2521, An Ordinance Adopting the 2023 Annual Budget for the General Operating Fund to Transfer \$30,380 in Expenditures from the Engineering Personal Services Salary and Benefits Accounts to the Planning Personal Services Salary and Benefits Accounts.

Mayor

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2023-_____

AN ORDINANCE TO AMEND ORDINANCE 2022-2521, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE GENERAL OPERATING FUND TO TRANSFER \$30,380 IN EXPENDITURES FROM THE ENGINEERING PERSONAL SERVICES SALARY AND BENEFITS ACCOUNTS TO THE PLANNING PERSONAL SERVICES SALARY AND BENEFITS ACCOUNTS

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, 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; and

WHEREAS, 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; and

WHEREAS, 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 ½ of the transferred funding. The additional funding would be available for any projects requiring authorized overtime or for contracting out services. This was approved by the Common Council on February 7, 2023; and

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

Section 1 That the 2023 Budget for the General Operating Fund for the various Engineering Personal Services Salary and Benefits and Planning Personal Services Salary and Benefits accounts be amended as follows:

Appropriation / Expenditure

Engineering Salaries – FT	01-0321-5111	Decrease	\$26,180.00
Engineering Benefits	01-0321-xxxx	Decrease	\$ 4,200.00

Appropriation / Expenditure

Planning Salaries – FT	01-0621-5111	Increase	\$26,180.00
Planning Benefits	01-0621-xxxx	Increase	\$ 4,200.00

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 website.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 20th day of February 2023.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Karen L. Kastenson, City Clerk

AYES ____ NOES ____ ABSENT ____

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>X</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">February 20, 2023</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Wisconsin State-Local Government Opioid Bankruptcy Memorandum of Understanding</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.19.</p>

[This subject matter is before the Common Council in the same form and content as provided at the February 7, 2023 Common Council meeting, and is again before the Common Council because the Common Council did not take action on it at the February 7, 2023 meeting.]

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.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE February 7, 2023
REPORTS AND RECOMMENDATIONS	Wisconsin State-Local Government Opioid Bankruptcy Memorandum of Understanding	ITEM NUMBER

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.

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 LP, 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: _____

Ashland County
Printed: _____

Date: _____

Barron County
Printed: _____

Date: _____

Bayfield County
Printed: _____

Date: _____

Brown County
Printed: _____

Date: _____

Buffalo County
Printed: _____

Date: _____

Burnett County
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Date: _____

Calumet County
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Date: _____

Chippewa County
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Date: _____

Clark County
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Date: _____

Columbia County
Printed: _____

Date: _____

Crawford County
Printed: _____

Date: _____

Dane County
Printed: _____

Date: _____

Dodge County
Printed: _____

Date: _____

Door County
Printed: _____

Date: _____

Douglas County
Printed: _____

Date: _____

Superior, City of
Printed: _____

Date: _____

Dunn County
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Date: _____

Eau Claire County
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Date: _____

Florence County
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Fond Du Lac County
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Forest County
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Grant County
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Green County
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Green Lake County
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Iowa County
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Iron County
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Jackson County
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Jefferson County
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Juneau County
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Kewaunee County
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La Crosse County
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Lafayette County
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Langlade County
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Lincoln County
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Manitowoc County
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Marathon County
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Marinette County
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Marquette County
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Menominee County
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Date: _____

Milwaukee County
Printed: _____

Date: _____

Milwaukee, City of
Printed: _____

Date: _____

Monroe County
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Oconto County
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Oneida County
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Outagamie County
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Ozaukee County
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Pepin County
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Pierce County
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Portage County
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Price County
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Racine County
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Richland County
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Rock County
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Rusk County
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Sauk County
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Sawyer County
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Shawano County
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Sheboygan County
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St. Croix County
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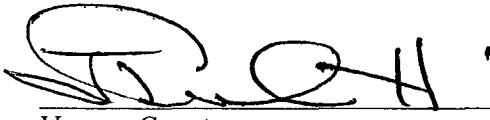
Date: _____

Taylor County
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Date: _____

Trempealeau County
Printed: _____

Date: _____



Vernon County
Printed: Jerome Pedretti
 Vernon County Clerk

Date: 1/5/2023

Vilas County
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Date: _____

Walworth County
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Date: _____

Washburn County
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Washington County
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Waukesha 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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Cudahy, 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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Date: _____

West Allis, City of
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Date: _____

Mount Pleasant, Village of
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Date: _____

Sturtevant, Village of
Printed: _____

Date: _____

Union Grove, Village of
Printed: _____

Date: _____

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.

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>1. APPLICABILITY OF AGREEMENT</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 “Chapter 11 Plan” or the “Plan”) in the Chapter 11 Cases of Mallinckrodt plc and its affiliates (collectively, “Mallinckrodt”) pending in the U.S. Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) on account of the claims of holders of Class 8(a) State Opioid Claims and Class 8(b) Municipal Opioid Claims,¹ which shall be distributed among (i) the states, territories and the District of Columbia (each a “State” 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 “Local Governments”), whose Claims in Class 8(b) (Municipal Opioid Claims), along with all State Opioid Claims, are channeled to the National Opioid Abatement Trust II (“NOAT II”) 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 “NOAT II Agreement”) 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, “Authorized Recipients”), which may be used exclusively on the parameters set forth herein.</p>
<p>2. PURPOSE</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>

¹ 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 “National Opioid Abatement Trust II Distribution Procedures”) 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 “NOAT II Funds.” 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 Schedule B (the “Approved Opioid Abatement Uses”); (ii) priority should be given to the core abatement strategies (“Core Strategies”) as identified on Schedule A; 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 Mechanism² (“Approved Administrative Expenses”) and together with the other Authorized Abatement Purposes set forth in Approved Uses and Core Strategies, “Approved Uses”.</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>

² 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. DISBURSEMENT OF FUNDS	The Chapter 11 Plan shall provide for the establishment of NOAT II and the appointment of NOAT II Trustees. ³ The NOAT II Trustees shall distribute the NOAT II Funds consistent with the allocation attached as Schedule C and in accordance with the NOAT II Agreement.
4. ATTORNEYS' FEES AND COSTS FUND	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. DIVISION OF NOAT II FUNDS	<p>NOAT II Funds shall be allocated among the States, the District of Columbia, and Territories in the percentages set forth on Schedule C.</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:⁴</p> <ol style="list-style-type: none"> 1. Default Allocation Mechanism (excluding Territories and DC addressed below). 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 "Non-SAA State") shall be allocated as between the State and its Local Governments to be used only for Approved Uses, in accordance with this Section 5(A)(1) (the "Default Allocation Mechanism").

³ 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.

⁴ 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. Regions. Except as provided in the final sentence of this paragraph, each Non-SAA State shall be divided into “Regions” 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 “lead agency”)⁵ 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 “Standard Regions”. 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;⁶ 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. Regional Apportionment. 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. First \$260 million – 70% Regional Apportionment /30% Non-Regional Apportionment</p> <p>B. \$260 million – \$650 million– 64% Regional Apportionment /36% Non-Regional Apportionment</p> <p>C. \$650 million – \$910 million– 60% Regional Apportionment /40% Non-Regional Apportionment</p> <p>D. Above \$910 million– 50% Regional Apportionment /50% Non-Regional Apportionment</p>

⁵ A list of lead agencies will be made available on the NOAT II website.

⁶ 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. Qualifying Block Grantee. A “Qualifying Local Government” 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.⁷ 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 “Block Grant Deadline”) 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>

⁷ 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 “Qualifying Block Grantee”.</p> <p>iv. Proportionate Shares of Regional Apportionment. As used herein, the “Proportionate Share” 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 “Allocation Model”),⁸ 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. Expenditure or Disbursement of Regional Apportionment. 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. Qualifying Block Grantees. Each Qualifying Block Grantee shall receive its Regional Apportionment as a block grant (a “Local Government Block Grant”).</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 “Independently Qualifying Municipality”), the Qualifying Block Grantee and Independently Qualifying Municipality must make a substantial</p>

⁸ 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. Standard Regions. 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"> A. State agencies, including local offices; B. Local governments, including local government health departments; C. State public hospital or health systems; D. Health care delivery districts; E. Contracting with abatement service providers, including nonprofit and commercial entities; or F. Awarding grants to local programs.

Issue	Description
	<p>viii. Expenditure or Disbursement of NOAT II Funds Other Than Regional Apportionment. 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. Approved Administrative Expenses. 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. Statewide Abatement Agreement. 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”).⁹ 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>

⁹ 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) representatives¹⁰ 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.¹¹</p> <p>Population Percentages shall be determined as follows:</p> <p>For States with counties or parishes that function as Local Governments,¹² 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; <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>

¹⁰An authorized “representative” of local, or even State, government can differ in these National Opioid Abatement Trust II Distribution Procedures depending on the context

¹¹All 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>

¹² 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. Records. 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. Allocation for Territories other than Puerto Rico and the District of Columbia Only. The allocation of NOAT II Funds within a Territory or the District of Columbia (the “Territory/DC Allocation Mechanism”) 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.¹³ 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>6. GOVERNMENT PARTICIPATION MECHANISM</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 “Government Participation Mechanism” or “GPM”) 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 “GPM Notice”). 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.¹⁴ 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>Government Participation Mechanisms shall conform to the following:</p> <p>A. Composition. For each State,</p> <ol style="list-style-type: none"> 1. the State, on the one hand, and State’s Local Governments, on the other hand, shall have equal representation on a GPM; 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;

¹³ 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

¹⁴ 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. Consensus. 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. Proceedings. 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. Consultation and Discretion. 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 constituting Approved Uses.</p> <p>E. Recommendations. 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 (“GPM Recommendations”). 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. Non-SAA States Review. In Non-SAA States, Local Governments and States may object to any apportionment, allocation, use or expenditure of NOAT II Funds (an “Allocation”) 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 (“State Court”) or (b) the Bankruptcy Court if the Mallinckrodt Chapter 11 Cases have not been closed (each an “Objection”). 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>7. COMPLIANCE, REPORTING, AUDIT AND ACCOUNTABILITY</p>	<ol style="list-style-type: none"> <li data-bbox="548 478 1471 898">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.¹⁵ <li data-bbox="548 930 1471 1350">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 data-bbox="548 1381 1471 1518">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 data-bbox="548 1549 1471 1730">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

¹⁵ 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.”

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**”).¹

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

¹ 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

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 following¹:

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.

¹ 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

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,¹ 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

¹ 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 (“OUD”).** 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.

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE February 20, 2023
Reports & Recommendations	A Resolution to Enter Agreements with Milwaukee County for Emergency Vehicle Pre-Emption and Lighting Equipment at W. Forest Home Avenue (CTH OO) Intersections with W. St. Martins Road and W. Rawson Avenue (CTH BB)	G 20. ITEM NO.

BACKGROUND

Traffic signals are in the process of being upgraded to include “Pre-emption Equipment” or also known as “Emergency Vehicle Pre-emption” (EVP). Per the US Department of Transportation “*EVP systems are designed to give emergency response vehicles a green light on their approach to a signalized intersection while providing a red light to conflicting approaches. The most commonly reported benefits of using EVP include improved response time, improved safety, and cost savings. These benefits have been realized since the early deployments of EVP and have been documented since the 1970s.*”

Milwaukee County Department of Transportation (MCDOT) is planning a 2023 road reconditioning (not a full reconstruction) project for W. Forest Home Avenue (CTH OO) from W. Jefferson Terrace (Hi View Drive / Muskego city limits) to W. Speedway Drive. The project will be funded under the Local Road Improvement Program (LRIP).

Elsewhere on this agenda is an item for reimbursement to MCDOT for City infrastructure on this project that their contractor will install. This Council Action item is ownership and maintenance of items related to the signals.

- Agreement for installation of EVP equipment for traffic signals at the intersection of W. St. Martins Road and W. Forest Home Avenue.
- Supplemental Agreement for installation of street lighting on the EVP traffic signals for W. Forest Home Avenue and W. Rawson Avenue. Note that there is an existing EVP agreement for the signals at W. Forest Home Avenue and W. Rawson Avenue dated November 11, 2016 (attached for reference).

ANALYSIS

It is appropriate to have MCDOT do this work with the other work involved in the road reconditioning project. The Franklin Fire Department has previously expressed support to provide EVP equipment at all signalized intersections.

OPTIONS

Authorize the signing of the attached State agreements or other direction to Staff.

FISCAL NOTE

Detailed fiscal discussion for the installation is addressed on the Milwaukee County agreement found elsewhere on this agenda. Installation costs are to be added to the 2024 budget and ongoing maintenance to be added to all future budgets. The City will be billed for half of the electric usage and maintenance, as needed. Highway GL 01-0331-5419 (Traffic Signal Electricity) and GL 01-0331-5420 (Traffic Signal Maintenance) are where these expenses are included and will need to be adjusted for future budgets.

RECOMMENDATION

Motion to adopt Resolution No. 2023-_____, a resolution to enter an agreement with Milwaukee County for emergency vehicle pre-emption equipment and lighting equipment at W. Forest Home Avenue (CTH OO) intersection with W. St. Martins Road and a supplemental agreement to add lighting equipment to existing emergency vehicle pre-emption equipment at W. Forest Home Avenue (CTH OO) intersection with W. Rawson Avenue (CTH BB).

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN

RESOLUTION NO. 2023- _____

A RESOLUTION TO ENTER AGREEMENT WITH MILWAUKEE COUNTY FOR EMERGENCY VEHICLE PRE-EMPTION EQUIPMENT AND LIGHTING EQUIPMENT AT W. FOREST HOME AVENUE (CTH OO) INTERSECTION WITH W. ST. MARTINS ROAD AND A SUPPLEMENTAL AGREEMENT TO ADD LIGHTING EQUIPMENT TO EXISTING EMERGENCY VEHICLE PRE-EMPTION EQUIPMENT AT W. FOREST HOME AVENUE (CTH OO) INTERSECTION WITH W. RAWSON AVENUE (CTH BB)

WHEREAS, Traffic signals throughout the city of Franklin are being upgraded to include “Pre-emption Equipment” or also known as “Emergency Vehicle Pre-emption” (EVP); and

WHEREAS, Milwaukee County is responsible for traffic signals on the Milwaukee County Trunk Highway intersections of W. Forest Home Avenue (CTH OO) with W. St. Martins Road and W. Rawson Avenue (CTH BB); and

WHEREAS, Milwaukee County Department of Transportation will incorporate EVP and lighting work within a road reconditioning project of W. Forest Home Avenue (CTH OO) from W. Jefferson Terrace (Hi View Drive / Muskego city limits) to W. Speedway Drive; and

WHEREAS, there is an existing agreement dated November 11, 2016, for the EVP equipment at the intersection of W. Forest Home Avenue (CTH OO) and W. Rawson Avenue (CTH BB).

BE IT RESOLVED by the Common Council that the City of Franklin to enter agreement with the Milwaukee County for traffic signals at W. Forest Home Avenue (CTH OO) sand W. St Martins Road; and

BE IT FURTHER RESOLVED that the City of Franklin to enter into a supplemental agreement with the Milwaukee County for traffic signals at W. Forest Home Avenue (CTH OO) sand W. Rawson Avenue (CTH BB); and

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 _____

**AGREEMENT FOR TRAFFIC SIGNALS AT WEST FOREST HOME AVENUE (CTH
“OO”) AND WEST SAINT MARTINS ROAD**

THIS AGREEMENT is made and entered into between Milwaukee County, a body corporate, hereinafter called “The County”, and the City of Franklin, a municipal corporation, hereinafter called “The City”, relating to the operation and maintenance of the traffic control signals and related traffic control facilities at the Intersection of West Forest Home Avenue (CTH “OO”) and West Saint Martins Road, hereinafter called “The Intersection”.

WHEREAS, the Intersection is under the jurisdiction of Milwaukee County, and

WHEREAS, the County obtained funding for rehabilitation of West Forest Home Avenue hereinafter call “The Project”, and

WHEREAS, the County included funding for a new Traffic Signal at the Intersection.

NOW, THEREFORE, in consideration of the mutual promises of each agency made to the other, and the fulfillment of the terms and conditions, agreements and understandings hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that:

Traffic signals and equipment be designed, operated and maintained, emergency vehicle signal preemption equipment be designed, operated and maintained, and street lighting integrated with the traffic signals be designed, operated and maintained, at the Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

I. The County hereby agrees:

- (a) That the County will design, construct and pay the total cost of the traffic signal installation currently proposed for the Intersection under The Project including electrical service installation cost but excluding emergency vehicle preemption equipment and street lighting. The County will pay for any future upgrades to the Intersection and bill the City for one half (1/2) the cost of the upgrades.
- (b) That the County will operate and maintain the traffic control signals, necessary underground conduit and related traffic control facilities at the Intersection; and will bill the City annually for one half (1/2) the cost of such maintenance.
- (c) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the

City annually for one half (1/2) the cost of energy for the traffic control signals at the Intersection.

- (d) That the County will assume routine maintenance responsibility (lamp renewal, cleaning, lens replacement, traffic control signals and control cabinet, controller service, malfunction management unit service, detector service, etc.) excluding the emergency vehicle and street lighting equipment for the entire traffic control signal installation and will bill the City annually for one half (1/2) the cost of said maintenance.
- (e) That the County will make all necessary repairs and replacements to all equipment that fails to function properly as a result of normal wear and deterioration and will bill the City annually for one half (1/2) the cost of said repairs and replacements.
- (f) That the County will make all necessary repairs and replacements to all equipment damaged by accident, vandalism, or act of God, and pursue collection of damages against the responsible party. In the event the damages are not paid within ninety (90) days of the original billing, it will bill the City for one half (1/2) the cost of repairing said damages. It will reimburse the City for one half (1/2) the recovered cost of the damages if the responsible party pays for the damages within ninety (90) days of recovery. If the County is unable to determine the responsible party, the County will bill the City for one half (1/2) the cost of repairs and replacements at the time all costs for the occurrence are known
- (g) That the County will, after notification and concurrence by the City, make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, revised standards or changed Intersection geometry, and within ninety (90) days of completion of said work, bill the City for one half (1/2) the cost of said additions or revisions.
- (h) That the County will make all necessary repairs and replacements to all emergency vehicle preemption equipment and street lighting integrated with the traffic signals, and bill the City for the entire cost of said additions or revisions.
- (i) That the County will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined by the County Traffic Engineering Section.
- (j) If discovered by City forces, the City agrees to promptly notify the County through its Highway Maintenance Division (at the phone number listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

Highway Maintenance Division (414) 257-6566

II. The City hereby agrees:

- (a) That the County will pay for the upgrades currently proposed for the Intersection. The County will pay for any future upgrades to the Intersection and bill the City for one half (1/2) the cost of the upgrades.
- (b) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City for one half (1/2) the cost of energy for the traffic control signals at the Intersection.
- (c) That the County is to perform routine maintenance for the entire traffic control signal installation as indicated in I. (d), necessary repairs and replacements to all traffic control signal equipment which fails to function as indicated in I. (e), necessary repairs and replacements to all traffic control signal equipment which is damaged as indicated in I. (f) and I. (h), and any necessary additions or revisions as indicated in I. (g). The City agrees to pay the costs as stated in items I. (a), I. (b), I. (c), I. (d), I. (e), I. (f), I. (g) and I. (h), when billed by the County.
- (d) That the County is to perform all work related to the operation of the traffic control signals at the subject Intersection, including engineering, except such immediate emergency measures as may need to be taken when County forces are not present and the public safety may be in jeopardy.
- (e) That the County shall operate and adjust the traffic signal controller in such a manner as to best meet prevailing traffic conditions as determined by the County Traffic Engineering Section.
- (f) If discovered by City forces, the City agrees to promptly notify the County through its Highway Maintenance Section (at the phone number listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

Highway Maintenance Division (414) 257-6566

III. Ownership and Responsibility

After the design and construction work outlined in this agreement is completed by the County, all of the traffic signal materials installed shall become the property of the County with the exception of all emergency vehicle preemption equipment and street lighting equipment. If it becomes necessary, removal of City-owned materials will be accomplished by the County and the total cost billed to the City. City-owned materials shall be returned to the City.

IV Liability

The County shall request layouts of the City underground structures and facilities before performing work of such nature that existing underground facilities must be avoided. The County shall be required to take precautionary measures to avoid damage to such underground facilities. The City shall supply the County with a complete record of the existing underground material structures at the Intersection and any change or revision thereto as may take place in the future.

In the event that any person or persons make claim for injury or damages arising from alleged malfunctioning of the traffic control facilities at the Intersection, each agency shall defend itself against any claim made against it. In the event that liability and consequent damages are awarded any person or persons from alleged malfunctioning of traffic control facilities at the Intersection, each agency shall pay that portion of said claim as it may be found liable therefore. No agency shall be required to pay any damages assessed against the other agency.

V. Payments

All payments due under this agreement shall be paid within thirty (30) days after receipt of an invoice of same.

VI. Duration

This agreement shall continue to be in force indefinitely unless and until it is superseded by a revised agreement at a later date.

This agreement supersedes, rescinds, and replaces any and all previous agreements that may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the Intersection.

AGREEMENT FOR STREET LIGHTING ON THE TRAFFIC SIGNALS

AT:

West Forest Home Avenue (CTH OO) and
West Rawson Avenue (CTH BB)

THIS SUPPLEMENTAL AGREEMENT is made and entered into between Milwaukee County, a body corporate, hereinafter called "The County", and the City of Franklin, a municipal corporation, hereinafter called "The City", relating to the installation, operation, and maintenance of street lighting equipment, hereinafter referred to as "Street Lighting Equipment" included in the traffic control signals and related traffic control facilities at the Intersection of West Forest Home Avenue (CTH OO) and West Rawson Avenue (CTH BB), hereinafter called "The Intersection"

NOW, THEREFORE, in consideration of the mutual promises of each agency made to the other, the fulfillment of the terms and conditions, agreements, and understandings hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that.

The Street lighting Equipment be designed, constructed, operated and maintained at The Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

I The County hereby agrees

- a.) That The County will, through its contractor, perform the installation of the Street lighting Equipment at The Intersection and will bill the City for full cost of said work.
- b.) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City for one half (1/2) the cost of energy for the traffic control signals at the Intersection.
- c.) That The County will assume routine maintenance responsibility for the entire Street lighting Equipment installation and will bill The City for any maintenance of said equipment
- d.) That The County will make all necessary repairs and replacements to Street lighting Equipment that fails to function properly as a result of normal wear and deterioration Said replacement equipment to be supplied by The City. The County will bill The City for any repair or replacement of said equipment
- e.) That The County will make all necessary repairs and replacements to Street lighting Equipment damaged by accident, vandalism, or acts of God, and will bill The City the cost of any such repairs and replacements that are deemed by the County Corporation Counsel to be otherwise non-compensable within sixty (60) days of completion of said work If damaged by accident or vandalism the County Corporation Counsel may pursue damages against the responsible person(s) and reimburse The City for the amount paid upon recovery.
- f.) That The County will make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, or changed intersection

geometry, and pertaining to the Street lighting Equipment if designed for The City and The City will pay the cost of any such equipment additions or revisions, and within sixty (60) days of completion of said work bill The City for the cost of said changes to the Street lighting Equipment.

g) That The County will obtain concurrence from The City prior to equipment additions or revisions for which cost participation by The City would be required

h) That The County will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined in collaboration with The City

i) If discovered by City forces, The City agrees to promptly notify the County through its Transportation Department, (at the phone number listed below), of any damage, outage, or seeming malfunctions of the Street lighting Equipment

Highway Maintenance Section 414-257-6566

II. The City hereby agrees:

a.) That The County will, through its contractor, perform the installation of the Street lighting Equipment at The Intersection and will bill the City for full cost of said work

b.) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City for one half (1/2) the cost of energy for the traffic control signals at the Intersection.

c.) That The County is to perform routine maintenance for the Street lighting Equipment as indicated in I. (c), necessary repairs and replacements to said equipment which fails to function as indicated in I. (d), necessary repairs and replacements to said equipment which is damaged as indicated in I. (e) and any necessary equipment additions or revisions as indicated in I. (f). The City agrees to pay for the cost of the work as indicated in I(b), I(c), I(d), I(e), and I. (f), when billed by the County

d) That The County is to perform all maintenance work related to the operation of the Street lighting Equipment at The Intersection, except such immediate emergency measures as may need to be taken when County forces are not present and the public safety may be in jeopardy.

e.) That The County shall operate and adjust the traffic signal controllers in such a manner as to best meet prevailing traffic conditions determined by the County Transportation Department, in collaboration with The City.

f.) If discovered by City forces, The City agrees to promptly notify the County through its Transportation Department, (at the phone number listed on page 2), of any damage, outage, or seeming malfunctions of the Street lighting Equipment.

IV Ownership and Responsibility

After the installation work outlined in this agreement is completed, all of the materials installed shall become the property of The City

V. Liability

The County shall request layouts of The City underground structures and facilities before performing work of such nature that existing underground facilities must be avoided. The County shall be required to take precautionary measures to avoid damage to such underground facilities. The City shall supply the County with a complete record of the existing underground material structures at the intersection and any change or revision thereto as may take place in the future.

In the event that any person or persons make claim for injury or damages arising from alleged malfunctioning of the traffic control facilities at the Intersection, each agency shall defend itself against any claim made against it. In the event that liability and consequent damages are awarded any person or persons from alleged malfunctioning of traffic control facilities at the Intersection, each agency shall pay that portion of said claim as it may be found liable therefore. No agency shall be required to pay any damages assessed against any other agency.

VI. Payments

After completion of the installation of the Street lighting Equipment, The County and The City representatives will together inspect the installation of said equipment for acceptance. Upon acceptance by the two agencies, a complete accounting of the costs for design and construction shall be conducted. As indicated in II (a), The City shall pay the total costs of the construction.

VII Duration

This agreement shall continue to be in force indefinitely unless superseded. The signing of this agreement shall not change the existing emergency vehicle pre-emption agreement between the City of Franklin and Milwaukee County dated January 2017 at the subject intersection.

This agreement supersedes, rescinds, and replaces any and all previous agreements that may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the Intersection.

IN WITNESS WHEREOF, the undersigned on behalf of Milwaukee County affix their hands and seals this

_____ day of _____, 20____.

Signed and Sealed in
the presence of

MILWAUKEE COUNTY,
A BODY CORPORATE

DIRECTOR OF TRANSPORTATION

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 20____, Donna Brown-Martin, Director of Transportation, of the above named MILWAUKEE COUNTY, a body corporate, to me known to be the person who executed the foregoing instrument, and to me known to be such Director of Transportation of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority

Print

Signature

Notary Public, Milwaukee County, Wisconsin

My Commission Expires _____

IN WITNESS WHEREOF, the undersigned on behalf of the City of Franklin affix their hands and seals this

_____ day of _____, 20____.

Signed and Sealed in
the presence of

CITY OF FRANKLIN,
A MUNICIPAL CORPORATION

MAYOR

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 20____, Steve Olson, Mayor, of the above named CITY OF FRANKLIN, a municipal corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Mayor of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority.

Print

Signature

Notary Public, Milwaukee County, Wisconsin

My Commission Expires _____

AGREEMENT FOR EMERGENCY VEHICLE PRE-EMPTION ON THE
TRAFFIC SIGNALS AT:
West Forest Home Avenue (CTH OO) and
West Rawson Avenue (CTH BB)

THIS SUPPLEMENTAL AGREEMENT is made and entered into between Milwaukee County, a body corporate, hereinafter called "The County", and the City of Franklin, a municipal corporation, hereinafter called "The City", relating to the installation, operation, and maintenance of all optical traffic signal pre-emption equipment, hereinafter referred to as "Pre-emption Equipment" included in the traffic control signals and related traffic control facilities at the Intersection of West Forest Home Avenue (CTH OO) and West Rawson Avenue (CTH BB), hereinafter called "The Intersection"

NOW, THEREFORE, in consideration of the mutual promises of each agency made to the other, the fulfillment of the terms and conditions, agreements, and understandings hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that:

The Pre-emption Equipment be designed, constructed, operated and maintained at The Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

I. The County hereby agrees:

- a.) That The City will, through its contractor, perform the installation of the Pre-emption Equipment at The Intersection and pay the full cost of said work.
- b.) That The County will assume routine maintenance responsibility for the entire Pre-emption Equipment installation and will bill The City for any maintenance of said equipment.
- c.) That The County will make all necessary repairs and replacements to Pre-emption Equipment that fails to function properly as a result of normal wear and deterioration. Said replacement equipment to be supplied by The City. The County will bill The City for any repair or replacement of said equipment.
- d.) That The County will make all necessary repairs and replacements to Pre-emption Equipment damaged by accident, vandalism, or acts of God, and will bill The City the cost of any such repairs and replacements that are deemed by the County Corporation Counsel to be otherwise non-compensable within sixty (60) days of completion of said work. If damaged by accident or vandalism the County Corporation Counsel may pursue damages against the responsible person(s) and reimburse The City for the amount paid upon recovery.
- e.) That The County will make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, or changed intersection geometry, and pertaining to the Pre-emption Equipment if designed for The City and The City will pay the cost of any such equipment additions or revisions, and within sixty (60)

days of completion of said work bill The City for the cost of said changes to the Pre-emption Equipment.

f.) That The County will obtain concurrence from The City prior to equipment additions or revisions for which cost participation by The City would be required.

g.) That The County will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined in collaboration with The City.

h.) If discovered by City forces, The City agrees to promptly notify the County through its Transportation Department, (at the phone number listed below), of any damage, outage, or seeming malfunctions of the Pre-emption Equipment.

Highway Maintenance Section 414-257-6566

II. The City hereby agrees:

a.) That The City will, through its contractor, perform the installation of the Pre-emption Equipment at The Intersection and pay the full cost of installation of said equipment.

b.) That The County is to perform routine maintenance for the Pre-emption Equipment as indicated in I. (c), necessary repairs and replacements to said equipment which fails to function as indicated in I. (d), necessary repairs and replacements to said equipment which is damaged as indicated in I. (e) and any necessary equipment additions or revisions as indicated in I. (f). The City agrees to pay for the cost of the work as indicated in I(b), I(c), I(d) and I (e) when billed by the County.

c.) That The County is to perform all maintenance work related to the operation of the Pre-emption Equipment at The Intersection, except such immediate emergency measures as may need to be taken when County forces are not present and the public safety may be in jeopardy.

d.) That The County shall operate and adjust the traffic signal controllers in such a manner as to best meet prevailing traffic conditions determined by the County Transportation Department, in collaboration with The City.

e.) If discovered by City forces, The City agrees to promptly notify the County through its Transportation Department, (at the phone number listed on page 2), of any damage, outage, or seeming malfunctions of the Pre-emption Equipment.

IV. Ownership and Responsibility

After the installation work outlined in this agreement is completed, all of the materials installed shall become the property of The City

V. Liability

The County shall request layouts of The City underground structures and facilities before performing work of such nature that existing underground facilities must be avoided. The County shall be required to take precautionary measures to avoid damage to such underground facilities. The City shall supply the County with a complete record of the existing underground material structures at the intersection and any change or revision thereto as may take place in the future.

In the event that any person or persons make claim for injury or damages arising from alleged malfunctioning of the traffic control facilities at the Intersection, each agency shall defend itself against any claim made against it. In the event that liability and consequent damages are awarded any person or persons from alleged malfunctioning of traffic control facilities at the Intersection, each agency shall pay that portion of said claim as it may be found liable therefore. No agency shall be required to pay any damages assessed against any other agency.

VI. Payments

After completion of the installation of the Pre-emption Equipment, The County and The City representatives will together inspect the installation of said equipment for acceptance. Upon acceptance by the two agencies, a complete accounting of the costs for design and construction shall be conducted. As indicated in II. (a), The City shall pay the total costs of the construction.

VII. Duration

This agreement shall continue to be in force indefinitely unless terminated on six (6) months written notice by one agency to the other.

This agreement supersedes, rescinds, and replaces any and all previous agreements that may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the Intersection.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>JH</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">February 20, 2023</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and Saputo Cheese USA Inc., Commercial/Manufacturing Buildings Mixed Use Development (Public and Private Property Improvements) at 2895 West Oakwood Road bearing Tax Key No. 951-9994-003. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and Saputo Cheese USA Inc., Commercial/Manufacturing Buildings Mixed Use Development (Public and Private Property Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the potential development agreement for the development of property located at 2895 W. Oakwood Road, consisting of approximately 34.388 acres, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G. 21.</p>
<p>A copy of a Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Saputo Cheese USA Inc., which following communications with City staff, has been agreed to and executed by Saputo Cheese USA Inc., is annexed hereto, together with exhibit content for insertion into the final form of the Agreement documents. Also annexed hereto is a development agreement terms sheet, which summarizes some of the main points of the Development Agreement, and a draft Resolution to approve and accept the Agreement.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt A Resolution Authorizing Certain Officials to Execute a Tax Incremental District No. 8 Development Between the City of Franklin and Saputo Cheese USA Inc.;</p> <p>or</p> <p>A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for competitive and bargaining reasons, to deliberate and consider terms relating to a Tax Incremental District No. 8 Potential Development Agreement Between the City of Franklin and Saputo Cheese USA Inc., Commercial/Manufacturing Buildings Mixed Use Development (Public and Private Property Improvements), and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of the potential development agreement for the development of property located at 2895 West Oakwood Road, consisting of approximately 34.388 acres, and to re-enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate;</p> <p>or</p> <p>Such other action as the Common Council deems appropriate.</p>		

**TAX INCREMENTAL DISTRICT NO. 8
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND
SAPUTO CHEESE USA INC. (Developer)
366,000 SQUARE FOOT COMMERCIAL/LIGHT MANUFACTURING BUILDING AT
2895 WEST OAKWOOD ROAD (Project)**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of February ___, 2023 by and between **SAPUTO CHEESE USA INC.**, a Delaware corporation and a Wisconsin registered foreign business corporation, its successors and/or assigns ("Developer"), and the **CITY OF FRANKLIN, WISCONSIN**, a Wisconsin municipal corporation ("City").

RECITALS

City and Developer acknowledge the following:

A. Developer is the Owner of that certain real property legally described in **Exhibit A** attached hereto (the "Property").

B. The Property is located within the boundaries of Tax Incremental District No. 8, City of Franklin, Wisconsin (the "District"). Pursuant to Wis. Stat. § 66.1105 (the "Tax Increment Law"), the City adopted a plan for redevelopment within the District (the "Project Plan").

C. Developer plans on constructing a minimum of 366,000 square foot commercial/manufacturing building, with an approximately 43,000 square foot of office space and an approximately 323,000 square foot of commercial/ light manufacturing space, and related improvements on the Property, with an estimated development cost of not less than \$32 million (the "Project"). The building to be constructed on the Property shall be owner-occupied and will be used in the normal course of Saputo Cheese USA Inc.'s business operations. It is acknowledged that development of the Project as described above will be consistent with the Project Plan.

D. The City desires to encourage economic development, eliminate blight, expand its tax base and create new jobs within the City, the District and upon the Property. The City finds that the development of the Project and the fulfillment of the terms and conditions of this Agreement will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law.

E. The development of the Project would not occur without the financial participation of the City as set forth in this Agreement.

F. The City, pursuant to Common Council action dated February ___, 2023, has approved this Agreement and authorized its execution by the proper City officials on the City's behalf and has further approved the issuance of the Bond described herein.

G. Developer has approved this Agreement and authorized its execution by the appropriate representatives on its behalf.

AGREEMENTS

In consideration of the RECITALS and the terms and conditions set forth herein, the parties agree and covenant as follows:

ARTICLE I DEVELOPER ACTIVITIES AND OBLIGATIONS

A. Developer shall construct the Project in accordance with all applicable City zoning and building codes, ordinances and regulations. Developer warrants and represents to the City that the Project will contain approximately a minimum of 366,000 square feet of developed building space and that total development costs expended on the Project (inclusive of personal property) shall be not less than \$32 million. Developer shall commence construction not later than December 31, 2022 and substantially complete construction of the Project in accordance with final plans and specifications (including landscaping plans) approved by the City, including, but not limited to the terms, provisions and conditions of those plans described on the attached **Exhibit B** for the Project, and of which this Agreement and its terms and conditions are a condition thereof (the "Plans and Specifications"), on or before June 30, 2024 (the "Completion Date"). Copies of the Plans and Specifications will be retained at the offices of the City Economic Development Department. The Project shall be deemed to be substantially complete on the date that the City Building Inspector issues a certificate of occupancy for the Project, which certificate may be subject to completion of interior tenant improvements, landscaping and similar seasonal items and other non-material corrective actions. The City Building Inspector shall not issue the certificate of occupancy if the Project does not conform to the Plans and Specifications, subject to any changes to the Plans and Specifications that may have been approved by the City. The Project shall obtain and maintain a minimum assessed value of \$32,000,000 beginning with the tax year 2025, i.e., full value in place by January 1, 2025, through the tax year of 2039, in order to allow for the Developer to receive the monetary payments pursuant to the Bond process as provided in Article II B.

B. To the extent any improvements that will be dedicated to the public are included within the scope of work for the Project (the "Public Improvements"), Developer will complete the installation of the Public Improvements in accordance with City specifications, including the execution of a City standard form development agreement where applicable terms thereof are not specifically set forth in this Agreement, and will dedicate same to the City in accordance with City inspection and acceptance procedures. If required by applicable law, Developer agrees to comply with public bidding requirements under the Wisconsin Statutes for all work involving improvements to public rights of way or public property or that constitutes public improvements under applicable law (together referred to as the "Public Improvements"). The Public Improvements shall at all times be subject to City inspection and approval and the City or other public entity shall not be required to accept conveyance of the Public Improvements unless the Public Improvements have been constructed in a good and workmanlike manner, in accordance with the City-approved plans for the Public Improvements, and otherwise are in a condition reasonably acceptable to the City. Following approval by the City of the completed Public

Improvements, the Public Improvements shall be conveyed to the City or other public entity, to the extent appropriate. The Developer shall provide to the City or other public entity from the Developer and all contractors and consultants involved in connection with the construction and installation of the Public Improvements, a one-year warranty against defects in construction, materials and workmanship, in a form reasonably acceptable to the City. The Developer also shall provide to the City, at no additional cost to the City, a public sidewalk to be constructed by the Developer, a public water main to be installed by the Developer, and a stormwater system on the Property that will be managed on site by the Developer. The public sidewalk shall be installed, at Developer's cost, on West Oakwood Road and on South 27th Street. The public sidewalk along South 27th Street will be installed for pedestrian access, as part of the Wisconsin Department of Transportation (WIDOT) 27th Street Improvement Project on South 27th Street (STH 241), currently being planned for the year 2025. If the sidewalk cannot be installed completely within the WIDOT right-of-way, Developer agrees to dedicate a perpetual easement for the purpose of creating and maintaining a public sidewalk through the Property (which will not interfere with Developer's onsite development or Developer's commercial activities). The Developer shall execute and deliver easements for the aforesaid improvements to the City as grantee, which terms thereof shall be subject to and require City approval. The Developer shall arrange for funding for all costs of the Project in excess of the funds provided by its construction lender and the City. Developer will provide evidence to the reasonable satisfaction of the City that Developer has secured sufficient debt and equity financing commitments to enable the Project to proceed.

C. The Developer shall work cooperatively with the City to limit truck traffic into and out of the Project onto West Oakwood Road, west of South Hickory Street, after South Hickory Street is open to the traveling public. Developer agrees to install and maintain signage on the Property prohibiting westbound traffic from the Property in perpetuity, and shall periodically (at a minimum of at least once per year) notify occupants of the Property of this requirement, with successor occupants to also be notified forthwith upon their entry and use upon the Property, unless the City waives these requirements in the future. As are all other provisions of this Agreement, unless otherwise stated, these requirements shall run with the land and be binding upon Developer, owner and successors and assigns.

ARTICLE II CITY ACTIVITIES AND OBLIGATIONS

A. City shall cooperate with Developer throughout the development and construction of the Project and the term of this Agreement and shall reasonably promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

B. In consideration of the performance by Developer of its obligations under this Agreement, the City agrees to issue to the Developer a municipal revenue bond (the "Bond") in an amount of \$1,980,894. The City shall issue the Bond to the Developer not later than fifteen (15) days following the date Developer submits to the City a written certification of completion of the Project in the form attached hereto as **Exhibit C**.

C. The Bond shall be issued in substantially the form attached here to as **Exhibit D**. The Bond shall have a term that extends for fifteen (15) years following the year in which the

Project has been fully assessed as a completed project (e.g., assuming the Project is substantially completed on June 30, 2024 and fully assessed as of January 1, 2025, then the Bond would mature on December 31, 2039). Notwithstanding the foregoing, the term of the Bond shall be extended by one day for each day beyond any estimated completion date that the City's obligations under Subparagraph G. below remain incomplete. Installments payments on the Bond will be due and payable on March 1 of each year commencing on the March 1 (or any later date on which the City receives Tax Increment) following the issuance of the Bond (the "Bond Payment Date"). The amount of the annual payment due on each Bond Payment Date shall be paid from Tax Increment and shall be equal to the amount in set forth on the Schedule in Exhibit D. "Tax Increment" shall mean all tax increments (as defined by the Tax Increment Law) collected and retained by the City solely from the Property in a calendar year. If on any Bond Payment Date there shall be insufficient Tax Increment to pay the payment due on the Bond, the amount due but not paid shall accumulate and be payable on the next Bond Payment Date until the final Bond Payment Date. The Bond shall be subject to prepayment in whole or in part at any time at the sole option of the City. The amounts and maturities of the installments of principal of the Bond which are to be prepaid shall be selected by the City, in its sole discretions, without penalty. The Bond payments and adjustments for any shortage(s) of assessed value during its term are more specifically set forth in Schedule 1 of Exhibit D, including the example of paygo payments spreadsheet thereon.

THE BOND SHALL BE A SPECIAL, LIMITED REVENUE OBLIGATION OF THE CITY PAYABLE ONLY FROM TAX INCREMENT THAT IS APPROPRIATED BY THE COMMON COUNCIL OF THE CITY FOR THAT PURPOSE. No property or other asset of the City, except Tax Increment appropriated to make payments with respect to the Bond, is or shall be a source of payment of the City's obligations thereunder. The Bond shall not constitute a debt or obligation of the City, the County in which it is located, the State of Wisconsin or any political subdivision thereof within the meaning of any State constitutional provision, statutory provision or limitation, or charter provision or limitation thereof and shall not be a charge against their general credit or taxing powers.

THE CITY MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE TAX INCREMENT, IF APPROPRIATED, WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE UNDER THE BOND. THE CITY'S OBLIGATION TO MAKE PAYMENTS ON THE BOND IS LIMITED TO THE AVAILABILITY OF TAX INCREMENT AND IS FURTHER SUBJECT TO ANNUAL APPROPRIATION BY THE COMMON COUNCIL.

In each year the staff of the City shall include the appropriation of Tax Increment in the City budget as submitted to the Common Council for consideration for the next succeeding fiscal year. If the Common Council determines not to appropriate any portion of such Tax Increment, written notice thereof shall be provided to the Developer within 14 days. The City agrees that, subject to annual appropriation of said funds, on an annual basis for the fifteen years following the year that the Project is fully assessed, all funds in the special fund of the District which constitute Tax Increment will be used to make the payments due under the Bond as set forth on the Schedule in Exhibit D.

IF ON THE FINAL BOND PAYMENT DATE, THERE REMAIN AMOUNTS OUTSTANDING AND UNPAID ON THE BOND, THEN THE REMAINING BALANCE OF PRINCIPAL OF THE BOND SHALL BE DEEMED PAID IN FULL, IT BEING UNDERSTOOD THAT UPON THE FINAL BOND PAYMENT DATE, THE OBLIGATION OF THE CITY TO MAKE ANY FURTHER PAYMENTS ON THE BOND SHALL TERMINATE. THE CITY SHALL HAVE NO OBLIGATION OF ANY KIND WHATSOEVER TO PAY ANY AMOUNT OF PRINCIPAL ON THE BOND WHICH REMAINS UNPAID AFTER THE FINAL BOND PAYMENT DATE, AND THE DEVELOPER OF THE BOND SHALL HAVE NO RIGHT TO RECEIVE PAYMENT OF SUCH AMOUNTS.

The City shall have no obligation to make payments on the Bond while the Developer is in default of any of its obligations under this Agreement or if no Tax Increment is available.

D. The City agrees that if: (i) the Developer is not in default of any of its obligations hereunder, (ii) there is Tax Increment available on a Bond Payment Date to make a payment on the Bond, and (iii) the Common Council determines not to appropriate all (up to, but not exceeding the amount of the payment then due) or any portion (if the amount available is less than the amount of the payment then due) of such Tax Increment for such year, then:

1. The City shall not be entitled to subsequently collect and retain any portion of the Tax Increment;

2. If any other tax increment revenue bonds issued by the City to other parties are then outstanding within the District (the "Other Bonds"), the City shall not appropriate any allocable tax increments and make payments on any of the Other Bonds in a greater proportion than the City has done for the Bond (for example, assume that in a given year, the City appropriates only 25% of the available Tax Increment for payment on the Bond; then as to such year, the City shall not appropriate more than 25% of the amount of any tax increments that, under the terms of any of the Other Bonds, are to be made available for such Other Bonds); and

3. Until such time as the City subsequently makes an annual appropriation of all Tax Increment available on a Bond Payment Date toward payments due on the Bond, the City shall not issue any new tax increment revenue bonds similar to the Bond to other parties or as related to other properties within the District.

E. Developer shall provide the City with a budget setting forth all of the costs for the Project not later than the earlier of: (i) the date that Developer executes a construction contract for the Project with a general contractor; or (ii) the date the City issues a building permit (as opposed to a footings and foundation permit) for the Project. The City shall review and reasonably approve a budget for the Project (as approved, the "Approved Budget"). A final reconciliation of the Project costs shall be performed by the City Engineer or designee at such time as an occupancy permit is issued for the Project. Developer shall make all of its records substantiating the costs of the Project available to the City Engineer or designee, including the monthly construction draws and backup information provided by Developer to its construction lender. Such information shall be held and treated as confidential and shall not be part of the

public record associated with the Project, if and as may be permitted under the Wisconsin Open Records Law.

F. In further consideration of the performance by Developer of its obligations under this Agreement, the City agrees, at the City's sole cost and expense and without any assessments or charges to Developer, its owners, successors or assigns or to the Property: to (1) provide a payment for public infrastructure and other improvements generally serving the public benefit, and as an offset to Developer's costs thereof, payable on a paygo basis, as is set forth on **Exhibit D Schedule 1** annexed hereto and incorporated herein; (2) contract for the installation of Hickory Street and accompanying stormwater improvements, the cost thereof being estimated at \$3,500,000, and the substantial completion date of 12/31/2022 thereof being expected; and (3) contract for the improvements to Elm Road and accompanying stormwater improvements as soon as practicable in accordance with the development in the Corporate Park, the cost thereof being estimated at \$6,500,000 to \$8,000,000, depending on the time of construction (Elm Road is currently in service and, with the exception of when the road is improved in the future, will remain in service and available to the travelling public).

ARTICLE III PAYMENT OF TAXES; PAYMENT IN LIEU OF TAXES

Throughout the life of the District, Developer will pay (or cause to be paid) all ad valorem property taxes lawfully assessed against any portion of the Property owned by the Developer before or when due under the law and Developer guarantees that such taxes shall not become delinquent. The foregoing shall not prohibit the Developer from contesting, in good faith, the assessed value of any portion of the Property, provided that Developer gives the City written notice in advance of initiating any such contest.

In the event that any portion of the Property becomes exempt from ad valorem taxes during the statutory life of the District and for a period of twenty (20) years thereafter (the "PILOT Term"), then the Developer or any successor Developer of such exempt portion of the Property shall make (or cause to be made) during the PILOT Term annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes would have been for such portion of the Property (as determined by the City assessor) had it not been exempt. Such payment in lieu of taxes shall be due and payable at the same time and in the same manner as the ad valorem taxes would have been due and payable for such year. Developer's obligations under this Article III upon any default shall be collectible as a debt upon an action at law; and shall also be otherwise collectible as are delinquent real estate taxes and any such delinquent amount shall constitute a lien upon the Property, as and in the same method, manner, status and legal existence as levied taxes are a lien against property pursuant to Wis. Stat. § 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wis. Stat. § 66.0627; and in addition to the foregoing, shall also be otherwise collectible by any other available legal and/or equitable remedy and as otherwise provided by law. If the Developer or any successor Developer fails to make a payment in lieu of taxes when due, the City may, in addition to all other remedies available to it, levy a special assessment or special charge against the exempt portion of the Property in the amount of the unpaid payments. Any and all notice and hearing requirements which may be required under the law for such special assessment or special charge are hereby waived by Developer. Notwithstanding and in addition to the levying of such special

assessment or special charge, the payment obligation under this Article shall be the personal obligation of the person or entity that is the Developer and/or owner, successors and assigns of the Property at the time that any portion of the Property becomes exempt from ad valorem taxes. The covenant contained in this Article shall be deemed to be a covenant running with the land and shall be binding upon all Developers and/or owners, successors and assigns of any portion of the Property for the duration of the PILOT Term. The City is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against all successor Developers and/or owners of the Property.

Notwithstanding anything herein to the contrary, Developer reserves all rights to contest the amount of any assessment of the Property, provided that, before submitting any contest to the City, Developer shall provide the City at least ten days advance notice.

ARTICLE IV NO PARTNERSHIP OR VENTURE

Developer, its successors and/or assigns and/or owners of the Property, and their contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor employed by Developer, its successors and/or assigns and/or owners of the Property, in the construction of the Project.

ARTICLE V CONFLICT OF INTEREST

No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof, unless such member or officer abstained from any participation in the City review and process of the Project and the Agreement from the point of time when a potential conflict of interest arose and thereafter.

ARTICLE VI WRITTEN NOTICES

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission if by facsimile, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the City: City of Franklin
 9229 West Loomis Road
 Franklin, WI 53132
 Attention: Director of Administration

Facsimile No.: 414-427-7627

With a Copy to: City of Franklin
9229 West Loomis Road
Franklin, WI 53132
Attention: Karen L. Kastenson, City Clerk
Facsimile No.: 414-425-6428

If to the Developer: Saputo Cheese USA Inc.
10700 West Research Drive, Suite 400
Milwaukee, WI 53226
Attention: Steven M. Douglas, Senior VP, Operations
Facsimile No.: 847.267.1110

With a Copy to: Saputo Inc.
6869, Metropolitan Blvd. East
Saint-Leonard, QC, H1P 1X8

Attention: Senior Vice-President, Legal Affairs Operating Divisions
Facsimile No.: 514-328-3322

ARTICLE VII DEFAULT

A. The occurrence of any one or more of the following events shall constitute a default by Developer hereunder (“Default”):

1. Developer fails to pay any amounts when due under this Agreement and further fails to pay such amounts on or before ten days following written notice of such failure; or

2. Any material representation or warranty made by Developer pursuant to this Agreement proves to have been false in any material respect as of the time when made or given; or

3. Developer materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from the City (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the City or such longer period of time as is reasonably agreed to by the City); or

4. Developer:

(a) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or

(b) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

(c) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

(d) applies to a court for the appointment of a receiver or custodian for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety days after his appointment; or

(e) adopts a plan of complete liquidation of its/his assets; or

(f) shall cease to exist.

B. The City shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the City has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from Developer or such longer period of time as is reasonably agreed to by the Developer).

C. Upon the occurrence of any Default by either party, upon ten (10) days notice, without further demand or action of any kind by the nondefaulting party and except as expressly set forth below, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law or in equity. The City's rights shall include, but not be limited to temporary suspension of any payment of the City payments under this Agreement during the continuance of any Default by Developer. Upon the cure of any such Default on the part of Developer, then, if and to the extent the City suspended any payments of City payments, the City shall promptly distribute to Developer any payments so suspended and promptly resume payments of amounts due with respect to the City payments due under this Agreement and continue such payments so that, subject to available Tax Increment, the cumulative amount paid upon full amortization is equal to that amount contemplated under this Agreement.

No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

Notwithstanding the foregoing, the City shall not terminate this Agreement or pursue, exercise or claim any rights or remedies arising out of a Default by Developer hereunder, except injunctive relief, specific performance or the temporary suspension of City payments unless Developer, its mortgage lender or their designees have not commenced commercially reasonable efforts to cure any such Default within 60 days after receipt of written notice from the City to Developer and its mortgage lender that if such efforts to cure such Default are not so commenced, then the City intends to pursue its other rights and remedies hereunder, including, without limitation, the right to terminate this Agreement.

D. In the event of a Default by either party, all reasonable fees, costs and expenses incurred by the nondefaulting party, including reasonable attorneys fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

ARTICLE VIII MISCELLANEOUS

A. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or, to the extent reasonably prudent or customary for similarly situated business operations, any non-governmental entity in connection with the development, construction, management and operation of the Project.

B. Developer shall maintain the following insurance policies issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") covering loss by perils, hazards, liabilities and other risks and casualties and in such amounts as may be reasonably required by the City:

(i) Following completion of construction of the Project, "all risks" property insurance insuring against such risks as are insured against by Developers of similar projects, in amounts equal to 100% replacement cost of all buildings, improvements, fixtures, equipment and other real and personal property constituting the Project with an extended replacement cost endorsement; and

(ii) During the construction of the Project, builder's risk insurance in form and amounts reasonably satisfactory to the City; and

(iii) During the term of this Agreement, commercial general liability insurance covered under a comprehensive general liability policy including contractual liability in amounts maintained by Developers of similar projects, and insuring against bodily injury, including personal injury, death and property damage; and

(iv) Such other insurance as may be reasonably requested by the City.

Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice to the City of any material change or cancellation of such policy. The City shall be named

as an additional insured/loss payee on all policies of insurance except worker's compensation insurance.

C. Subject to and conditioned upon City's timely performance of the City Obligations set forth in Article II above and one or more Force Majeure Events as set forth in paragraph F. of this Article, if the Developer does not substantially complete construction of the Project by the Completion Date, then the City may, in its sole discretion, terminate this Agreement upon written notice to the Developer, provided, however, that if Developer substantially completes construction of the Project within thirty (30) days (or such longer time as may reasonably be required) following receipt of such written election to terminate (a "Developer Savings Action"), this Agreement shall not terminate but shall continue in full force and effect. Upon an election to terminate that is not followed by any Developer Savings Action, the City shall thereafter have no further obligations under this Agreement and in addition thereto, the City may, in its sole discretion, terminate Tax Incremental District No. 8, City of Franklin, Wisconsin.

D. The prevailing party shall be entitled to collect all costs and expenses associated with the enforcement of the its rights against the other under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Developer. Any and all such fees, costs and expenses incurred by the prevailing party which are to be paid by the other, shall be paid by on demand.

E. Developer hereby indemnifies, defends, covenants not to sue and holds the City harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the City in any way in connection with the Project, including without limitation: (a) the failure of Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (b) any release by Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) of petroleum products or hazardous materials or hazardous substances on, upon or into the Project; (c) any and all damage to natural resources or real property or harm or injury to persons resulting from any failure by the Developer and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (a) and (b) above; (d) any violation by Developer at the Project of any environmental law, rule, regulation or ordinance; (e) claims arising under the Americans With Disabilities Act or similar laws, rules, regulations or ordinances; (f) the failure by Developer to comply with any term or condition of this Agreement; (g) injury to or death of any person at the Project; injury to any property caused by or at the Project; and (h) the failure of Developer to maintain, repair or replace, as needed, any portion of the Project; except, in each of the foregoing instances described in (a) through (h) above, to the extent negligently or willfully and wrongfully caused by the City or its agents, employees, contractors or representatives.

The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous

wastes, "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

Except as caused, in whole or in part, by negligence or wrongful act or omission of the City, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of Developer or its contractors, subcontractors or materialmen in their performance of this Agreement or from Developer's failure to comply with any of the provisions of this Agreement or of law, Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to Developer promptly, in writing, notice of the alleged loss, damage or injury.

Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:

(i) The negligent or willfully wrongful performance of this Agreement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property;

(ii) The negligent or willfully wrongful construction of Developer Improvements by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property;

(iii) The negligent or willfully wrongful operation of Developer Improvements by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, during Developer Construction Period;

(iv) The violation by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any law, rule, regulation, order or ordinance; or

(v) The infringement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any patent, trademark, trade name or copyright.

F. Time is of the essence of each and every obligation or covenant contained in this Agreement; provided, however, that if the Developer is delayed or prevented from timely commencing or completing construction of the Project by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, governmental restrictions, judicial order, public emergency, pandemic or other causes beyond the control of the Developer ("Force Majeure Event"),

performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

G. Nothing contained in this Agreement is intended to or has the effect of releasing Developer, its successors and/or assigns and/or owners of the Property, from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

H. All financial reports and information required to be provided by Developer to the City under this Agreement shall be provided to the City's outside financial consultant for review on behalf of the City. The Developer warrants and represents the accuracy of all such financial reports and information. At the request of the Developer, all financial reports and information provided to the City or its financial consultant in connection with this Agreement shall be held and treated as confidential and shall not be part of the public record associated with the Project, if and as may be permitted under the Wisconsin Open Records Law. If a third party requests any information provided by Developer and the City determines that it needs to make such information available as an Open Record, the City shall provide Developer at least 10 days notice in advance of making the record available. During the life of Tax Incremental District No. 8, City of Franklin, Wisconsin, the Developer shall provide annual income and expense information for the Project as requested by the City Assessor as is customary for the purposes of property valuation, which information shall be maintained in confidence pursuant to laws and other rules.

I. Prior to substantial completion of the Project, this Agreement may not be assigned by the Developer without the City's consent, which may be granted or withheld in the City's sole discretion, provided, however, Developer may assign this Agreement to an entity that controls, is controlled by, or is under common control with, Developer without the consent of the City. Notwithstanding the foregoing, the Developer may collaterally assign this Agreement and/or the Bond to the Developer's lender for the Project without the consent of the City. In the event that any such lender forecloses on its collateral and succeeds to Developership of the Property, the City shall fulfill its obligations hereunder provided that such lender, or the party purchasing the Property at a foreclosure sale, assumes in writing all of the obligations of the Developer hereunder.

J. Subject to and conditioned upon the City's timely performance of the City Obligations set forth in Article II above, Developer shall timely construct and complete the Project as its primary obligation under this Agreement. In the event of fire, damage or any other casualty to any part of the Project, Developer agrees, at its cost and expense, to rebuild, repair and replace the Project to substantially the condition or better than existed immediately prior to the casualty. The fair market value of the Project following reconstruction and/or repair by Developer must be substantially similar to the fair market value of the Project immediately prior to the casualty. Developer shall not be relieved of any of its obligations under the terms of this Agreement as a result of any fire, damage or any other casualty or during the period of repair or rebuilding or replacement of the Project. This obligation to repair, rebuild or replace shall remain in effect for a period expiring upon the later of: (i) the date of the expiration and closure of Tax Incremental District No. 8, City of Franklin, Wisconsin; or (ii) the date which is twenty (20) years after the date this Agreement is executed.

K. If the State laws regarding ad valorem taxation are amended or modified during the term of this Agreement such that the projected Tax Increments from the Property are materially reduced, i.e., seven percent (7%) or more, and there are no corresponding amendments or modifications to the Tax Increment Law to compensate for such reduction, the parties agree to work in good faith to consider amendments to this Agreement toward the end of rendering the respective positions of the parties generally equivalent to the positions set forth herein.

L. In the event that any term or provision of this Agreement is determined to be invalid or unenforceable for any reason, then the other terms and provisions of this Agreement shall not be affected thereby and said terms and provisions shall remain in full force and effect.

M. A Memorandum of Agreement shall be recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin, prior to the recording of the mortgages securing any construction loan, or any other mortgage on the Project, it being understood by the parties that this Agreement will run with the land and will be binding upon the Project and any owner of all or any portions of the Project and their successors and assigns in a form in substantial conformance with the attached **Exhibit E**.

N. This Agreement shall be construed pursuant to the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Milwaukee County. The prevailing party shall be entitled to its costs, including its reasonable attorneys' fees, incurred in any litigation.

[Signature page(s) follow.]

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 2023, the above-named Stephen R. Olson, Thomas S. Bakalarski and Karren L. Kastenson, Mayor, Interim Director of Finance and Treasurer, and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney
Date: _____

This instrument was drafted by:
Jesse A. Wesolowski
City Attorney
City of Franklin

EXHIBIT A
Property Legal Description

EXHIBIT B

City-Approved Plans for the Project

EXHIBIT C

Form of Certification of Completion

FORM OF CERTIFICATE OF COMPLETION

_____, 202_

City of Franklin
Attn: City Clerk
9229 West Loomis Road
Franklin, WI 53132

Re: Certificate of Completion

Ladies & Gentleman,

This Certificate is being delivered pursuant to the Development Agreement dated as of _____, 202_ between the undersigned and the City of Franklin, Wisconsin.

The undersigned hereby certifies the Project has been completed in accordance with the requirements of the terms and conditions of the Development Agreement and that an occupancy certificate for the Project has been issued, a copy of which is attached hereto.

Saputo Cheese USA Inc.

By: _____
Title: _____

EXHIBIT D

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF MILWAUKEE
CITY OF FRANKLIN

MUNICIPAL SPECIAL, LIMITED REVENUE OBLIGATION BOND (“**Bond**”)

Number	Date of Original Issuance	Amount
1	_____, 20__	\$1,980,894

FOR VALUE RECEIVED, the City of Franklin, Milwaukee County, Wisconsin (the “**City**”), promises to pay to Saputo Cheese USA Inc. (the “**Developer**”), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the principal amount of One Million Nine Hundred Eight Thousand Eight Hundred Ninety-Four and no/100s Dollars (\$1,980,894), subject to the terms and provisions of the Development Agreement between the City and Developer, dated as of February __, 2023. Developer has caused the Project described in the Development Agreement to achieve a minimum assessed value of \$32,000,000 which value shall be maintained through the tax year of 2039.

This Bond shall be payable in installments of principal due on March 1 (or on any later date when Tax Increment is received) (the “**Payment Dates**”) in each of the years and in the amounts set forth on the debt service schedule attached hereto as Schedule 1.

This Bond has been issued to finance a project within the City’s Tax Incremental District No. 8, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Chapters 66 and 67, as applicable, of the Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “**Special Redemption Fund**” provided for under the Resolution adopted on February __, 2023, by the Common Council of the City (the “**Resolution**”). This Bond is issued pursuant to the Resolution and pursuant to the terms and conditions of the Tax Incremental District Development Agreement dated as of February __, 2023 between the City and the Developer (“**Development Agreement**”). This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. This Bond shall be payable solely from Available Tax Increments generated by the Real Estate and appropriated by the Common Council to the payment of this Bond (the “**Revenues**”). Reference is hereby made to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this Bond is payable and the general covenants and provisions pursuant to which this Bond has been issued. The Resolution and Development Agreement are incorporated herein by this reference. All capitalized terms that are not otherwise defined in this Bond shall take on the meaning given to such terms in the Development Agreement.

If on any Payment Date there shall be insufficient Revenues appropriated to pay the principal due on this Bond, the amount due but not paid shall be deferred. If on any Bond Payment Date there shall be insufficient Revenues appropriated to pay the amount due on this Bond, the amount due but not paid shall be deferred. The deferred payment shall be payable on the next Payment Date to the extent the City has Available Tax Increment until the Final Payment Date (as defined below). The City shall have no obligation to pay any amount of this Bond which remains unpaid after the Final Payment Date. The owner of this Bond shall have no right to receive payment of any deferred amounts, unless there are available Revenues which are appropriated by the Common Council to principal payment of this Bond. If, in any calendar year, the Revenues exceed the amount payable in that year on the Bond (“**Surplus Increment**”), the City may, subject to appropriation of such payment by the Common Council, apply the Surplus Increment to prepayment of principal on the Bond. The “**Final Payment Date**” is March 1, 2040.

At the option of and in the sole discretion of the City, this Bond is subject to prepayment in whole or in part at any time.

The City makes no representation or covenant, express or implied, that the Tax Increments or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City’s payment obligations hereunder are subject to appropriation, by the Common Council, of Tax Increments to make principal payments due on this Bond. In addition, as provided in Article II of the Development Agreement, the total amount to be paid shall in no event exceed the amount set forth above. When that amount of Revenue has been appropriated and applied to payment of this Bond, the Bond shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect hereto. Further, as provided in Article II Section D. of the Development Agreement, the City shall have no obligation to make payments on this Bond in the event the Developer is in default under any of the terms and conditions of the Development Agreement.

This Bond is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Bond is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of amounts due on this Bond. Further, no property or other asset of the City, except the above-referenced Revenues, is or shall be a source of payment of the City’s obligations hereunder.

This Bond is issued by the City pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

This Bond may be transferred or assigned, in whole or in part, only with the consent of the City. Interests in this Bond may not be split, divided or apportioned. In order to transfer or assign the Bond, the transferee or assignee shall surrender the same to the City either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this Bond on the registration records for the Bond maintained by the City. Each permitted transferee or

assignee shall take this Bond subject to the foregoing conditions and subject to all provisions stated or referenced herein and in the Development Agreement.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Common Council of the City of Franklin has caused this Bond to be signed on behalf of the City by its duly qualified and acting Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

City of Franklin

Stephen R. Olson, Mayor

(CITY SEAL)

Karen L. Kastenson, City Clerk

Schedule 1 of Bond Payment Schedule

Subject to the City’s actual receipt of Available Tax Increment and the terms and conditions of the Development Agreement, the City shall make the following payments on the Bond to the Developer:

Tax Year	Budget/Revenue Year	Estimated Payment (\$)
2027	2028	\$82,587
2028	2029	\$82,579
2029	2030	\$165,143
2030	2031	\$165,128
2031	2032	\$165,113
2032	2033	\$165,097
2033	2034	\$165,082
2034	2035	\$165,066
2035	2036	\$165,051
2036	2037	\$165,035
2037	2038	\$165,020
2038	2039	\$165,004
2039	2040	\$164,989
	Total	\$1,980,894

Developer has caused the Project described in the Development Agreement to achieve a minimum assessed value of \$32,000,000 which value shall be maintained through the tax year 2039.

If a minimum of \$32,000,000 Taxable/Assessed Value is not achieved in any year tax year between 2025 and 2039, the 2027 – 2039 tax year paygo payments would be adjusted to account for the shortage of assessed value in all given years. And, the paygo payments would not resume until the assessed value reaches a cumulative value equal to \$32,000,000 per tax year. If, in any given year of the Development Agreement, the Taxable/Assessed Value is between \$32,000,000 and \$35,000,000, the payments indicated in the schedule above (based on a \$35,000,000 assessed value) will be reduced proportionally using \$35,000,000 as the reference basis for the determination of the percentage change (i.e., if the value equals \$32,000,000, which is 91.4% of the schedule above based on an assessed value of \$35,000,000, the payment would be 91.4% of the amount stated above). An example of paygo payments pursuant to this Development Agreement as aforesaid is provided by this spreadsheet:

Tax Year	Minimum Required Value Per Agreement	Actual Value	Cumulative Value	Threshold Value to Obtain Paygo Pmt.	Value to Obtain 100% of Stated Payment	Paygo Payment (Payments begin in Tax Year 2027)	Paygo Payment Amount
2025	\$32,000,000	\$30,000,000	\$30,000,000	\$32,000,000	\$35,000,000	N/A	N/A
2026	\$32,000,000	\$35,000,000	\$65,000,000	\$64,000,000	\$70,000,000	N/A	N/A
2027	\$32,000,000	\$35,000,000	\$100,000,000	\$96,000,000	\$105,000,000	Yes	\$78,654
2028	\$32,000,000	\$25,000,000	\$125,000,000	\$128,000,000	\$140,000,000	No	\$0
2029	\$32,000,000	\$40,000,000	\$165,000,000	\$160,000,000	\$175,000,000	Yes	\$233,566
2030	\$32,000,000	\$35,000,000	\$200,000,000	\$192,000,000	\$210,000,000	Yes	\$157,265
2031	\$32,000,000	\$35,000,000	\$235,000,000	\$224,000,000	\$245,000,000	Yes	\$158,374
2032	\$32,000,000	\$10,000,000	\$245,000,000	\$256,000,000	\$280,000,000	No	\$0
2033	\$32,000,000	\$37,000,000	\$282,000,000	\$288,000,000	\$315,000,000	No	\$0
2034	\$32,000,000	\$37,000,000	\$319,000,000	\$320,000,000	\$350,000,000	No	\$0
2035	\$32,000,000	\$37,000,000	\$356,000,000	\$352,000,000	\$385,000,000	Yes	\$610,559
2036	\$32,000,000	\$45,000,000	\$401,000,000	\$384,000,000	\$420,000,000	Yes	\$157,569
2037	\$32,000,000	\$45,000,000	\$446,000,000	\$416,000,000	\$455,000,000	Yes	\$161,756
2038	\$32,000,000	\$45,000,000	\$491,000,000	\$448,000,000	\$490,000,000	Yes	\$165,004
2039	\$32,000,000	\$45,000,000	\$536,000,000	\$480,000,000	\$525,000,000	Yes	\$164,989
						Total	\$1,887,736

REGISTRATION PROVISIONS

This Bond shall be registered in registration records kept by the City Clerk of the City of Franklin, Milwaukee County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this Bond may thereafter be transferred only upon presentation of this Bond together with a written instrument of transfer approved by the City and duly executed by the Registered Owner or his or her or its attorney, such transfer to be made on such records and endorsed hereon.

Date of Registration	Name of Registered Owner	Signature of City Clerk
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT E

Memorandum of Development Agreement

**MEMORANDUM OF
DEVELOPMENT AGREEMENT**

Document Number

Document Title

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made effective as of the ___ day of February, 2023, by and between SAPUTO CHEESE USA INC., a Wisconsin registered foreign business corporation, its successors and/or assigns ("Developer"), and the CITY OF FRANKLIN, a municipal corporation of Milwaukee County, Wisconsin ("City").

WITNESSETH:

WHEREAS, Developer and the City entered into that certain Development Agreement dated as of February ___, 2023 ("Development Agreement"). The full Development Agreement is available for inspection and copies can be obtained at the City of Franklin City Hall; and

WHEREAS, this Memorandum is being executed for the purpose of providing notice of the Development Agreement and certain terms thereof in the Office of the Register of Deeds for Milwaukee County, State of Wisconsin in order to place third parties on notice of the Development Agreement and Developer's and the City's rights and obligations thereunder, some of which are hereinafter summarized.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Development Agreement, Developer and the City hereby acknowledge as follows:

Recording Area

Name and Return Address

City of Franklin

c/o City Clerk

9229 West Loomis Road

Franklin, Wisconsin 53132

PIN

951-9994-003

1. **PROPERTY.** The "Property" is land located in the City of Franklin, Milwaukee County, State of Wisconsin, legally described on Exhibit A attached hereto.

2. **TERM.** The Development Agreement shall run with the land pursuant to its terms unless terminated pursuant to its terms.

3. **NO MODIFICATION; DEVELOPMENT AGREEMENT CONTROLLING.** This Memorandum is only a summary of some of the terms and conditions contained in the Development Agreement and this Memorandum is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Development Agreement, all of which are hereby incorporated herein in full by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Development Agreement shall in all events control the relationship between Developer and the City with respect to the subject matter therein contained. This Memorandum is solely for recording and notice purposes.

4. **COUNTERPART SIGNATURES.** This Memorandum may be signed in two or more counterparts, all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer and the City have executed this Memorandum effective as of the date first written above.

DEVELOPER:

CITY:

SAPUTO CHEESE USA INC.

CITY OF FRANKLIN

By: [Signature]
Steve Douglas
Senior VP Operations

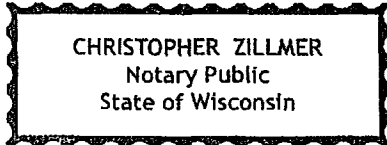
By: _____
Stephen R. Olson, Mayor

By: _____
Karen L. Kastenson, City Clerk

STATE OF Wisconsin)
)ss.
MilwaukeeCOUNTY)

Personally appeared before me this 15th day of February, 2023, the above-named Steve Douglas, the Senior VP of Operations, to me known to be the persons who executed the foregoing agreement on behalf of the Developer, Saputo Cheese USA Inc., and by its authority.

[Signature]
Notary Public State of WI
My commission expires: 10-11-2024



My commission expires 10/11/2024

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of February, 2023, the above-named Stephen R. Olson and Karen L. Kastenson, Mayor and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

This Document was drafted by:
Jesse A. Wesolowski
City Attorney
City of Franklin

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT A
Property Legal Description

Lot 2 of Certified Survey Map No. 9362, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on November 5th, 2021, as Document No. 11183864, being a part of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 36, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Containing 1,497,926 square feet or 34.3876 acres of land more or less.

Tax Key No. 951-9994-003

EXHIBIT B

**City-Approved Plans for the Project
and**

Wisconsin Department of Safety and Professional Services Plan Approval

WISCONSIN PACKAGING AND CUTTING FACILITY: SAPUTO CHEESE USA INC.

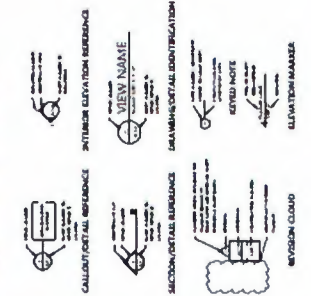
FRANKLIN, ABBREVIATIONS

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LOCATION MAP



SYMBOLS LEGEND



PROJECT CONTACTS

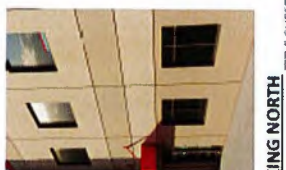
OWNER SAPUTO CHEESE USA, INC. 1706 WEST KENNAWICK DRIVE, SUITE 400 MADISON, WISCONSIN 53711 PHONE: 608-442-1128 • FAX: 608-442-1129	ARCHITECT DAMES & MOORE 1500 WEST KENNAWICK DRIVE, SUITE 400 MADISON, WISCONSIN 53711 PHONE: 608-442-1128 • FAX: 608-442-1129	GENERAL CONTRACTOR SAPUTO CHEESE USA, INC. 1706 WEST KENNAWICK DRIVE, SUITE 400 MADISON, WISCONSIN 53711 PHONE: 608-442-1128 • FAX: 608-442-1129	MECHANICAL SAPUTO CHEESE USA, INC. 1706 WEST KENNAWICK DRIVE, SUITE 400 MADISON, WISCONSIN 53711 PHONE: 608-442-1128 • FAX: 608-442-1129	ELECTRICAL SAPUTO CHEESE USA, INC. 1706 WEST KENNAWICK DRIVE, SUITE 400 MADISON, WISCONSIN 53711 PHONE: 608-442-1128 • FAX: 608-442-1129	PLUMBING SAPUTO CHEESE USA, INC. 1706 WEST KENNAWICK DRIVE, SUITE 400 MADISON, WISCONSIN 53711 PHONE: 608-442-1128 • FAX: 608-442-1129	PAINTING SAPUTO CHEESE USA, INC. 1706 WEST KENNAWICK DRIVE, SUITE 400 MADISON, WISCONSIN 53711 PHONE: 608-442-1128 • FAX: 608-442-1129	CONCRETE SAPUTO CHEESE USA, INC. 1706 WEST KENNAWICK DRIVE, SUITE 400 MADISON, WISCONSIN 53711 PHONE: 608-442-1128 • FAX: 608-442-1129	ROOFING SAPUTO CHEESE USA, INC. 1706 WEST KENNAWICK DRIVE, SUITE 400 MADISON, WISCONSIN 53711 PHONE: 608-442-1128 • FAX: 608-442-1129	GLASS SAPUTO CHEESE USA, INC. 1706 WEST KENNAWICK DRIVE, SUITE 400 MADISON, WISCONSIN 53711 PHONE: 608-442-1128 • FAX: 608-442-1129	MECHANICAL SAPUTO CHEESE USA, INC. 1706 WEST KENNAWICK DRIVE, SUITE 400 MADISON, WISCONSIN 53711 PHONE: 608-442-1128 • FAX: 608-442-1129	ELECTRICAL SAPUTO CHEESE USA, INC. 1706 WEST KENNAWICK DRIVE, SUITE 400 MADISON, WISCONSIN 53711 PHONE: 608-442-1128 • FAX: 608-442-1129	PLUMBING SAPUTO CHEESE USA, INC. 1706 WEST KENNAWICK DRIVE, SUITE 400 MADISON, WISCONSIN 53711 PHONE: 608-442-1128 • FAX: 608-442-1129	PAINTING SAPUTO CHEESE USA, INC. 1706 WEST KENNAWICK DRIVE, SUITE 400 MADISON, WISCONSIN 53711 PHONE: 608-442-1128 • FAX: 608-442-1129	CONCRETE SAPUTO CHEESE USA, INC. 1706 WEST KENNAWICK DRIVE, SUITE 400 MADISON, WISCONSIN 53711 PHONE: 608-442-1128 • FAX: 608-442-1129	ROOFING SAPUTO CHEESE USA, INC. 1706 WEST KENNAWICK DRIVE, SUITE 400 MADISON, WISCONSIN 53711 PHONE: 608-442-1128 • FAX: 608-442-1129	GLASS SAPUTO CHEESE USA, INC. 1706 WEST KENNAWICK DRIVE, SUITE 400 MADISON, WISCONSIN 53711 PHONE: 608-442-1128 • FAX: 608-442-1129
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WISCONSIN



WISCONSIN PACKAGING AND CUTTING FACILITY FOR:
SAPUTO CHEESE USA, INC.
2895 WEST OAKWOOD ROAD • FRANKLIN, WI

DATE: MAY 21, 2020
SHEET NO. T1.0



OFFICE PERSPECTIVE - LOOKING SOUTHWEST

LOBBY PERSPECTIVE

LOBBY PERSPECTIVE

LOBBY PERSPECTIVE

OFFICE PERSPECTIVE - LOOKING NORTHWEST

OFFICE PERSPECTIVE - LOOKING NORTHWEST

OFFICE PERSPECTIVE - LOOKING NORTHWEST

COURTYARD PERSPECTIVE - LOOKING NORTH

PROJECT INFORMATION

APPLICABLE BUILDING CODES

- 2021 INTERNATIONAL RESIDENTIAL CODE
- 2021 INTERNATIONAL CODE
- 2021 INTERNATIONAL MECHANICAL CODE
- 2021 INTERNATIONAL PLUMBING AND MECHANICAL CODE
- 2021 INTERNATIONAL ELECTRICAL CODE
- 2021 INTERNATIONAL FIRE AND SAFETY CODE
- 2021 INTERNATIONAL ENERGY EFFICIENCY CODE
- 2021 INTERNATIONAL SCHEDULING CODE
- 2021 INTERNATIONAL CONSTRUCTION CODE

BUILDING CODES AND SPECIAL NOTES

- ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND SPECIAL NOTES.
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EXTERIOR WALL OPENINGS

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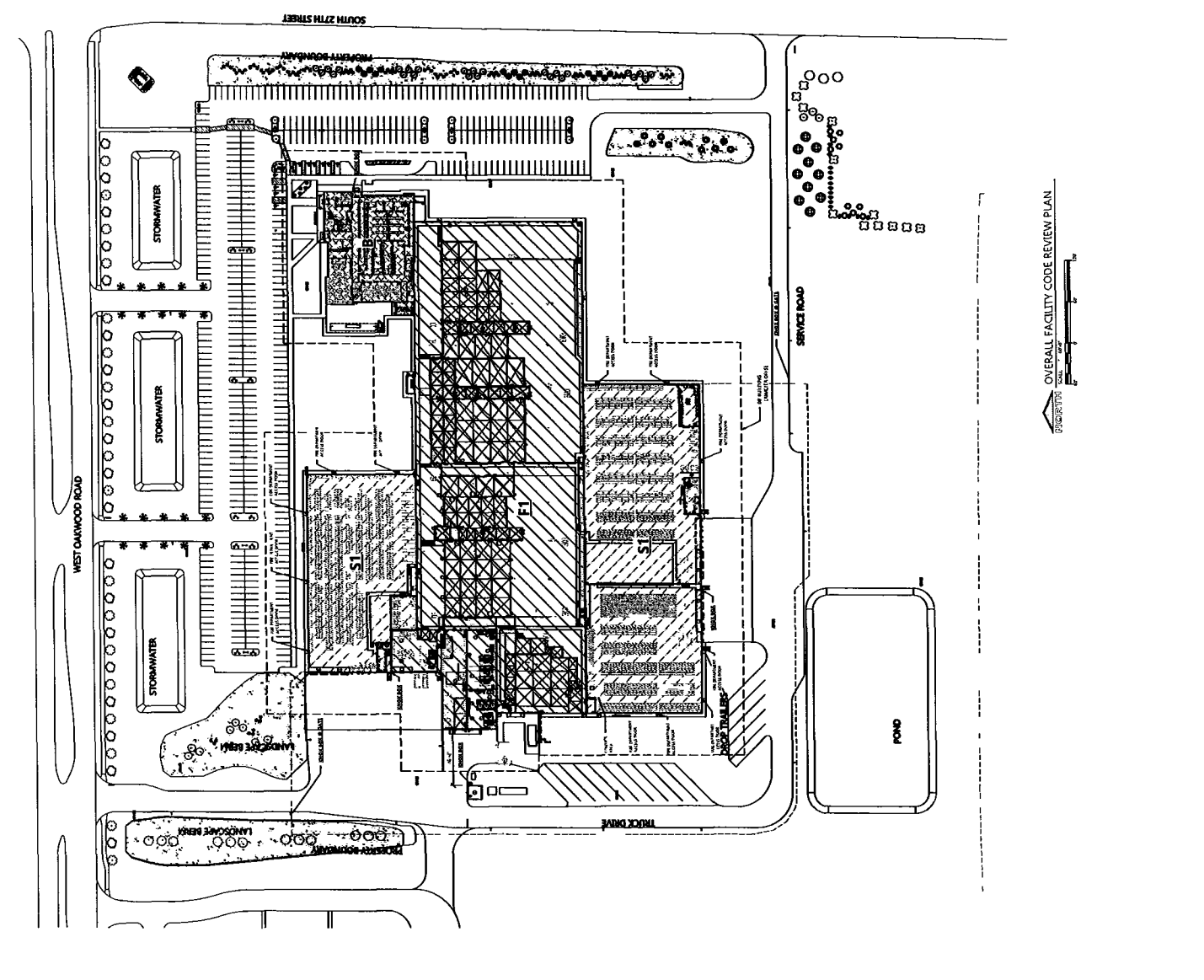
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OVERALL FACILITY CODE REVIEW PLAN



December 14, 2022

DAVID KOENES
EXCEL ENGINEERING INC
100 CAMELOT DR
FOND DU LAC, WISCONSIN 54935

DOUGLAS ELGERSMA
EXCEL ENGINEERING INC
100 CAMELOT DR
FOND DU LAC, WISCONSIN 54935

Identification Numbers
Plan Review No. CB-102200514-PRBH
Application No. DIS-092244143
Site ID No. SIT-102423
Please refer to all identification numbers in each
correspondence with the Department.

REVISIONS TO PREVIOUSLY CONDITIONAL APPROVAL

PLAN APPROVAL EXPIRES 10/19/2024
CODE APPLIES 09/01/2022

MUNICIPALITY:
CITY OF FRANKLIN
MILWAUKEE COUNTY

**Plan Review Revision
ID No.** SR-22-34117

SITE:
SAPUTO CHEESE USA INC CONVERTING PLANT
2895 WEST OAKWOOD ROAD
FRANKLIN, WI 53132

Building Name Saputo Cheese USA Inc-Converting Plant **Object Type** Building
Major Occupancy: F-1 - Factory **Moderate-Hazard Class of Construction** IIB - Metal Frame **Unprotected Construction**
Building Review Type. New **Plan Type:** Revision 1 **Total Floor Area in Sq Ft** 365,959 **Sprinklered Type:** NFPA 13
Occupancy. B - Business, S-1 - Storage **Moderate-Hazard Allowable Area Determined By:** Unlimited Area
Structural Components Included in Review. None

Building Name Saputo Cheese USA Inc-Converting Plant- HVAC **Object Type** HVAC
ID No. Saputo Cheese USA Inc-Converting Plant- HVAC **Total Floor Area in Sq Ft** 365,959

SITE REQUIREMENTS

- Contact both the State Inspector and the local municipality PRIOR to the start of construction
- A full size copy of the approved plans, specifications and this letter shall be on-site during construction and open to inspection by authorized representatives of the Department, which may include local inspectors. If plan index sheets were submitted in lieu of additional full plan sets, a copy of this approval letter and index sheet shall be attached to plans that correspond with the copy on file with the Department. If these plans were submitted in an electronic form, the designer is responsible to download, print, and bind the full size set of plans along with our approval letter. A Department electronic stamp and signature shall be on the plans which are used at the job site for construction

Revision - This approval is a Revision to the previously approved plan under Transaction ID CB-102200514-PRBH dated 10-19-2022. All conditions of the original approval shall continue to apply unless superseded in this letter. See revised plans date stamped 12-2-2022. Summary of revisions include swapping the Dry Warehouse and Finished Goods Cooler functions on the south side of the facility. The Dry Warehouse functions have been placed in the East side of the South warehousing block. Within the Dry Warehouse, the control area storage room has been shifted to the Southeast corner of the facility. The nature of the control area storage room, including quantities and function has not changed. The Shipping Office has been moved East from its previous location to the center of the Dry Storage Warehouse. The revised layout to dry storage also includes loading docks along the south walls, and palletizing equipment added in the Northwest corner of the room.

The Finished Goods cooler is now located on the West side of the warehousing block. A (2) hour rated Electrical Room has been relocated from the South wall, previously in the Shipping Office, and placed in the Northwest corner of this room. The Finished goods cooler/Dock has (4) loading docks on the South wall.

The following conditions shall be met during construction or installation and prior to occupancy or use:

KEY ITEM(S):

- IBC 414.2.1 - Provide control areas that are separated from each other by fire barriers constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with Section 712, or both. Review Section 414.2.4 and Table 414.2.2 for minimum fire-resistance ratings.
- IBC 1105.1 - Door 1801B have been determined by the Design Professional and Owner to be a "service entrance" that serves the loading dock(s), therefore no accessible route is required. The accessible route is provided via the other accessible building entrance(s).

The submittal described above has been reviewed for conformance with applicable Wisconsin Administrative Codes and Wisconsin Statutes. The submittal has been **CONDITIONALLY APPROVED**. The owner, as defined in chapter 101.01(10), Wisconsin Statutes, is responsible for compliance with all code requirements. Only those object types listed above have been approved, other submittals such as plumbing and those listed above under **REQUIRED SUBMITTAL(S)**, may also be required.

All permits required by the state or the local municipality shall be obtained prior to commencement of construction/installation/operation. You are responsible for complying with state and federal laws concerning construction near or on floodplains, wetlands, lakes, and streams.

This plan has not been reviewed for compliance with fire code requirements, including those for fire lanes and fire protection water supply, so contact the local fire department for further information.

In granting this approval, the Division of Industry Services reserves the right to require changes or additions, should conditions arise making them necessary for code compliance. As per state statute 101.12(2), nothing in this review shall relieve the designer of the responsibility for designing a safe building, structure, or component. The Division does not take responsibility for the design or construction of the reviewed items. This conditional approval does not constitute a guarantee of endorsement that the plans and specifications are free of design defects or omissions, plan review oversights; that the systems will be installed in conformity with the plans; or, that the system will operate acceptably, even if installed in conformity with the plans, calculations, and specifications.

Per s. SPS 361.40(4), projects for buildings of over 50,000 cubic feet total volume shall have supervising professionals who file compliance statements with this agency and the local code officials prior to occupancy of the project. Compliance statements shall be filed online at <https://esla.wi.gov/PortalCommunityLogin>.

Inquiries concerning this correspondence may be made to me at the contact information listed below, or at the address on this letterhead.

Sincerely,

Peter Schwartz

Peter Schwartz
Commercial and HVAC Plan Reviewer Senior
Division of Industry Services
Phone (414) 615-9846
Email: peter.schwartz@wisconsin.gov

cc

SANDRA WESOLOWSKI, MUNICIPAL CLERK, 4144257510, SWESOLOWSKI@FRANKLINWI.GOV
KURT MCARTHUR, SAPUTO CHEESE USA INC
LISA DICKMANN, EXCEL ENGINEERING INC



Peggy A. Steeno, CPA, MBA
 Director of Administration

Project: Commercial/Light Manufacturing Building at 2895 W Oakwood Road
Developer: Saputo Cheese USA Inc.
RE: TID 8 – Development Agreement Terms
Date: 1/17/2023

Project Description: Construction of a commercial/manufacturing building, 366,000 sq. ft. in total, breaking down as approximately 43,000 sq. ft. of office space and approximately 323,000 sq. ft. of commercial/ light manufacturing space, on the 34.388-acre parcel located at 2895 W. Oakwood Road (the southwest corner of Oakwood Road and 27th Street), tax key: 951-9994-003.

Construction Schedule: Construction will begin on the building no later than December 31, 2022, with completion no later than 6/30/2024.

Taxable/Assessed Value: While there is not a minimum assessed value guarantee required, the Developer is required to meet and maintain a minimum assessed value of \$32,000,000, beginning with the tax year 2025, i.e. full value in place by 1/1/2025, through the tax year of 2039, in order for the paygo payments, as detailed below, to be made to the developer.

1. City Obligations

- A. *Provide a payment for public infrastructure and other improvements generally serving the public benefit, and as an offset to Developer's costs - \$1,980,894 (NPV = \$1,100,000) - payable on a paygo basis per a \$35,000,000 or more taxable/assessed value above, according to the following schedule:*

Tax Year	Budget/Revenue Year	Estimated Payment (\$)
2027	2028	\$82,587
2028	2029	\$82,579
2029	2030	\$165,143
2030	2031	\$165,128
2031	2032	\$165,113
2032	2033	\$165,097
2033	2034	\$165,082
2034	2035	\$165,066
2035	2036	\$165,051
2036	2037	\$165,035
2037	2038	\$165,020
2038	2039	\$165,004
2039	2040	\$164,989
	Total	\$1,980,894

If a minimum of \$32,000,000 is not achieved in any year tax year between 2025 and 2039, the 2027 – 2039 tax year paygo payments would be adjusted to account for the shortage of assessed value in all given years. And, the paygo payments would not resume until the assessed value reaches a cumulative value equal to \$32,000,000 per tax year as committed to in the agreement. (Example attached.)

If, in any given year of the agreement, the Taxable/Assessed Value is between \$32,000,000 and \$35,000,000, the payments indicated in the chart above (based on a \$35,000,000 assessed value) will be reduced proportionally using \$35,000,000 as the reference basis for the determination of the percentage change (i.e., if the value equals \$32,000,000, which is 91.4% of the schedule above based on an assessed value of \$35,000,000, the payment would be 91.4% of the amount stated above).

- B. New Hickory Street - Constructed and In Service – The City will contract for the installation of Hickory Street and accompanying stormwater improvements. The cost is estimated at \$3,500,000, and a substantial completion date of 12/31/2022 is expected.
- C. Improved Elm Road - Constructed and In Service - The City will contract for the improvements to Elm Road and accompanying stormwater improvements as soon as practical in accordance with the development in the Corporate Park. The cost is estimated at \$6,500,000 - \$8,000,000, depending on the time of construction. Note: Elm Road is currently in service and, with the exception of when the road is improved in the future, will remain in service and available to the travelling public.

2. Developer Obligations

- A. Developer shall construct a commercial/light manufacturing building, with a minimum of 366,000 sq. ft., with approximately 43,000 sq. ft. made up of office space and approximately 323,000 sq. ft. made up of commercial/light manufacturing space. This includes a public sidewalk to be constructed, a public water main to be installed, and private stormwater that will be managed on site. The public sidewalk will be installed, at Saputo's cost, on Oakwood Road and on 27th Street. The public sidewalk along 27th Street will be installed for pedestrian access, as part of the Wisconsin Department of Transportation (WIDOT) 27th Street Improvement Project on S. 27th Street (STH 241), currently being planned for the year 2025. If the sidewalk cannot be installed completely within the WIDOT right-of-way, Saputo agrees to dedicate a perpetual easement for the purpose of creating and maintaining a public sidewalk through the Property (which will not interfere with Saputo onsite development or Saputo's commercial activities). The cost shall be the total amount



Peggy A. Steeno, CPA, MBA
Director of Administration

of the public sidewalk installation. Installing the sidewalk as part of the WIDOT Project will ensure the most economical and streamlined cost/process for installation. In addition, all requirements of the special use permit and site plan approvals for this project will be adhered to.

- B. Minimum Assessed Value: Developer will meet and maintain the building resulting in a minimum assessed value of \$32,000,000 in order for paygo payments to be required from the City. This guarantee amount/requirement runs with the land for the duration of the paygo payments made under the agreement. Any sale of the development will not eliminate or change this requirement.
- C. Building Use: The building constructed on this property will be owner-occupied and will be used in the normal course of Saputo's typical business operations.
- D. Easement: Developer will provide an easement to the City for stormwater and sidewalk purposes at no cost to the City as needed. This easement will not interfere with Developer's onsite development and commercial activities.
- E. Property Tax Appeal: Developer shall provide a notice to the City if appealing the tax assessment on the development property at any time during the development agreement.

3. Joint Obligations

- A. Agreement Regarding Truck Traffic: Developer shall prohibit, to the extent possible, truck traffic into and out of the development on Oakwood Road, west of Hickory Street, originating from or arriving to their building, commencing when Hickory Street is put into service. This includes providing specific signage indicating the routes to use when coming into and going out of the development. This commitment runs with the land.

Tentative Agreement, subject to Council Authorization, acknowledged by

CITY OF FRANKLIN, WISCONSIN

SAPUTO CHEESE USA INC.

BY: _____

BY: SDM _____

PRINT NAME: Stephen R. Olson

PRINT NAME: Steve Douglas

TITLE: Mayor

TITLE: Senior Vice President Operations

DATE: _____

DATE 7/15/23 _____

RESOLUTION NO. 2023-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
TAX INCREMENTAL DISTRICT NO. 8 DEVELOPMENT BETWEEN THE CITY OF
FRANKLIN AND SAPUTO CHEESE USA INC.

WHEREAS, Saputo Cheese USA Inc. is in the process of developing a minimum of 366,000 square foot commercial/manufacturing building, with an approximately 43,000 square foot of office space and an approximately 323,000 square foot of commercial/light manufacturing space, and related improvements, on the 34.388-acre parcel located at 2895 West Oakwood Road (the southwest corner of West Oakwood Road and South 27th Street), Tax Key No. 951-9994-003, within the Franklin Corporate Park area within Tax Incremental District No. 8; and

WHEREAS, City staff and developer representatives have prepared an agreement for the proposed development, and staff recommends approval thereof, subject to potential minor and technical changes by the City Engineer and the City Attorney; and

WHEREAS, the Common Council having considered the agreement and having found same to be reasonable and in furtherance of the development in the interest of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Saputo Cheese USA Inc., in the form and content as presented to the Common Council at its meeting on February 20, 2023, subject to potential minor and technical changes approved by the City Engineer and the City Attorney, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, the Interim Comptroller and Treasurer and the City Clerk be and the same are hereby authorized to execute and deliver the Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Saputo Cheese USA Inc.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of the Memorandum of Development Agreement for the Tax Incremental District No. 8 Development Agreement Between the City of Franklin and Saputo Cheese USA Inc., in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

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

RESOLUTION NO. 2023-_____

Page 2

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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APPROVAL 	REQUEST FOR COUNCIL ACTION	MTG. DATE February 20, 2023
Reports & Recommendations	A Resolution Authorizing Certain Officials to Execute a Development Agreement for Public Infrastructure Improvements with Saputo Cheese USA, Inc., Located at 2895 W. Oakwood Road, TKN 951-9994-003	ITEM NO. G. 22.

BACKGROUND

Pursuant to the approval of a Special Use for the Saputo Cheese USA, Inc. development at 2895 W. Oakwood Road (RES 2022-7815), it is necessary to enter into a development agreement for public infrastructure improvements on the site.

ANALYSIS

This agreement provides for the necessary public infrastructure required for the Saputo Cheese USA, Inc. development. Included in the agreement is the extension of public water main throughout the site and along S. 27th Street, the addition of public sidewalk along W. Oakwood Road and future public sidewalk along S. 27th Street.

The agreement remains in negotiations subject to the provisions relating to the financial guarantee required with the agreement. The developer included substantially more in their estimated public infrastructure improvements costs than what is required. Costs for other site work are not required to be included as public improvements. Staff is working with the developer to finalize the financial guarantee related to estimated public improvement costs on the site. The finalized financial guarantee will be reviewed to ensure full costs of public infrastructure improvements are included.

OPTIONS

It is recommended that the Common Council approve the enclosed standard form of the development agreement with specific items contained in Exhibit "E" attached.

FISCAL NOTE

Contingencies are accepted with percentages and are included in financial guarantee.

RECOMMENDATION

Motion to adopt Resolution No. 2023- _____ a resolution authorizing certain officials to execute a development agreement for public infrastructure improvements with Saputo Cheese USA, Inc., located at 2895 W. Oakwood Road, TKN 951-9994-003, subject to potential changes to the agreement, with the final form and content to be approved by the City Engineer and City Attorney.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE
IMPROVEMENTS WITH SAPUTO CHEESE USA, INC.,
LOCATED AT 2895 W. OAKWOOD ROAD, TKN 951-9994-003

WHEREAS, the Common Council at its regular meeting on January 18, 2022,
recommended approval of a Special Use for Saputo Cheese USA, Inc.; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly
planned development at 2895 W. Oakwood Road; and

WHEREAS, the developer is willing to complete the installation of the public
improvements provided for in the Development Agreement; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the
City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute
the Development Agreement on behalf of the City with the developer.

BE IT FURTHER RESOLVED that the City Clerk is directed to record the
Development Agreement with the Register of Deeds for Milwaukee County.

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 _____

CITY OF FRANKLIN

WISCONSIN

DEVELOPMENT AGREEMENT

FOR

SAPUTO CHEESE USA, INC.

February 2023

**DEVELOPMENT AGREEMENT
FOR
SAPUTO CHEESE USA, INC.**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this _____ day of _____ 20____, by and between Saputo Cheese USA, Inc., a Delaware Corporation hereinafter called the "Developer" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Developer desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Development"), and for that purpose cause the installation of certain public improvements, hereinafter described in this Agreement and the exhibits hereto (the "Improvements"), and

WHEREAS, the Developer having applied to the City for a site plan and special use for a food processing facility, and the approval[s] thereof by the City of Franklin providing that as a condition of approving the Development, that the Developer make and install, or have made and have installed, any public improvements reasonably necessary, to wit: water system, sidewalks, and storm water management facilities; and

WHEREAS, the public works schedule and budget of the City does not now include the Improvements for the Development and normally there would be a considerable delay in the installation of the Improvements unless this Agreement is entered into by the parties; and

WHEREAS, the City believes that the orderly planned development of the Development will best promote the health, safety and general welfare of the community, and hence is willing to approve the Development provided the Developer proceed with the installation of the Improvements in and as may be required for the Development, on the terms and conditions set forth in this Agreement and the exhibits attached hereto.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged and in consideration of the mutual covenants herein contained, the parties agree:

1. The legal description of the Development is set forth on attached Exhibit "A".
2. The improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E".
3. The Developer shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer. After receiving the City's approval thereof, the Developer shall take bids, and award contracts (the "Improvements Contracts") for and install all

of the improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".

4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Developer periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is four million eight hundred sixty nine thousand eight hundred thirty three and 00/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Developer's obligations under this Agreement, prior to the issuance of any building permits, the Developer shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Developer) in the initial amount of \$4,869,833, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Developer has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Developer shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Developer for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Developer, and thereafter the Developer shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.
6. In the event the Developer fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvement Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Developer, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a

return receipt requested, addressed to the Surety Guarantee Issuer at the address indicated on the Financial Guarantee, with a copy to the Developer, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvement Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code.

In addition, the City Engineer may demand that the Financial Guarantee be extended from time to time to provide that the Financial Guarantee be in force until such time that all improvements have been installed and accepted through the one (1) year guarantee period as set forth under Paragraph 13. below, including the fourteen (14) months following substantial completion of the Improvements and 10% limitations also set forth thereunder. For the purposes of this Agreement, "Substantial Completion" is defined as being the date that the binder course of asphalt is placed on the public roadway of the Development. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Developer. If said Financial Guarantee is not extended for a minimum of a one (1) year period prior to expiration date of the Financial Guarantee (subject to any then applicable of the aforementioned limitations), the City may send written notice to the Surety Guarantee Issuer to make payment of the remaining balance of the Financial Guarantee to the City to be placed as an escrow deposit.

7. The following special provisions shall apply:
 - (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) To the extent necessary to accommodate public utilities easements on the Development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Development. All utilities shall be underground except for any existing utility poles/lines.
 - (c) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Developer to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.

8. The Developer agrees that it shall be fully responsible for all the Improvements in the Development and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Developer. The Developer's obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.
9. The Developer shall take all reasonable precautions to protect persons and property of others on or adjacent to the Development from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Development, lights and barricades during the Construction Period.
10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Developer or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Developer promptly, in writing, notice of the alleged loss, damage or injury.
11. Except as otherwise provided in Paragraph 12. below, the Developer shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
 - (a) the negligent or willfully wrongful performance of this Agreement by the Developer or any subcontractor retained by the Developer;
 - (b) the negligent or willfully wrongful construction of the Improvements by the Developer or by any of said subcontractors;
 - (c) the negligent or willfully wrongful operation of the Improvements by the Developer during the Construction Period;
 - (d) the violation by the Developer or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
 - (e) the infringement by the Developer or by any of said subcontractors of any patent, trademark, trade name or copyright.

12. Anything in this Agreement to the contrary notwithstanding, the Developer shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Developer hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Developer's obligations under said guaranty upon acceptance of the Improvements by the City, the Developer will provide to the City a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Financial Guarantee shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5. above.
14. (a) The Developer shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:

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>
C. Contractor's Pollution Liability	\$1,000,000 per occurrence \$2,000,000 aggregate <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>
E. 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>
F. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

(b) The Developer shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.

15. The Developer shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Developer has paid all of the Improvements Costs, at which time the Developer shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.
16. The Developer and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Development and that no future lot assessments or other types of special assessments of any kind will be made against the Development by the Developer or by the City for the benefit of the Developer, to recoup or obtain the reimbursement of any Improvement Costs for the Developer.
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required by the City Engineer.
18. Penalties for Developer's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.0500, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Developer's compliance with the terms of this Agreement as necessary.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this

Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part. Developer shall not convey or assign any of its rights or obligations under this contract whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is ready, willing and able to fully perform the terms hereof and the Developer remains liable hereunder. This Agreement shall run with the land.

[The remainder of this page is intentionally left blank. Signatures are on the following pages.]

IN WITNESS WHEREOF, the said party of the first part has set its hand and seal and the said party of the second part has caused these presents to be duly executed by Stephen R. Olson, Mayor, and Sandra L. Wesolowski, City Clerk, and its corporate seal to be hereunto affixed as of the day and year first above written.

SEALED IN PRESENCE OF:

SAPUTO CHEESE USA INC.

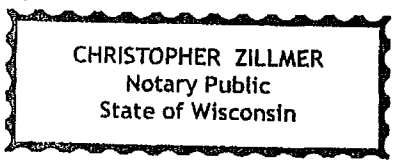
By: [Signature]
Name: Steve Douglas
Title: Senior VP Operations

Party of the First Part

STATE OF WISCONSIN)
)ss.
Milwaukee COUNTY)

Personally came before me this 15th (day) of February, 20 23, the above named Steve Douglas of Saputo Cheese USA Inc and acknowledged that [she/he] executed the foregoing instrument as such officer as the deed of said SENIOR VP OF OPERATIONS by its authority.

or
This instrument was acknowledged before me on _____ (date) by _____ (name(s) of person(s)) as _____ (type of authority, e.g., officer, trustee, etc.) of _____ (name of party on behalf of whom instrument was executed).



[Signature]
Notary Public, Milwaukee County, WI
My commission expires: 10-11-2024

My commission expires 10/11/2024

CITY OF FRANKLIN

By: _____
Name: Stephen R. Olson
Title: Mayor

COUNTERSIGNED:

By: _____
Name: Sandra L. Wesolowski
Title: City Clerk

Party of the Second Part

STATE OF WISCONSIN)
)ss.
 _____ COUNTY)

Personally came before me this _____ day of _____, 20____, the above named Stephen R. Olson, Mayor, and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No. _____, adopted by its Common Council on the _____ day of _____, 20____.

Notary Public, Milwaukee County, WI
My commission expires: _____

This instrument was drafted by the City Engineer for the City of Franklin.

Form approved:

Jesse A. Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
DEVELOPMENT AGREEMENT
FOR
[NAME OF DEVELOPMENT]**

Exhibit A	Legal Description of Development
Exhibit B	General Description of Required Development Improvements
Exhibit C	General Development Requirements
Exhibit D	Estimated Improvement Costs
Exhibit E	Additional Development Requirements
Exhibit F	Construction Specifications

EXHIBIT "A"
TO
DEVELOPMENT AGREEMENT
FOR
SAPUTO CHEESE USA, INC.

**LEGAL DESCRIPTION
OF DEVELOPMENT**

Lot 2 of Certified Survey Map No. 9362, recorded in the Milwaukee County Register of Deeds Office as Document No. 11183864, being part of the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

EXHIBIT "B"
TO
DEVELOPMENT AGREEMENT
FOR
SAPUTO CHEESE USA, INC.

<p>GENERAL DESCRIPTION OF REQUIRED DEVELOPMENT IMPROVEMENTS</p>

Description of improvements required to be installed to develop the Saputo Cheese USA, Inc. Development.

- *S Denotes contract for improvements to be awarded, financed and paid for by the Developer in lieu of special assessments.
- *C Denotes contract for improvements to be awarded by the City, but financed and paid for by the Developer in accordance with this agreement.
- (N.A.) Denotes improvement is not required to be installed in the Development.
- (1) Denotes that the City is to pay for a portion of the improvement, in accordance with this agreement, as computed by the City Engineer.

General Description of Improvements
(refer to additional sheets for concise breakdown)

- 1. Grading and erosion control within the Development in conformance with the approved grading and erosion control plans. *S
- 2. Installation of concrete sidewalk to the approved grade and in accordance with present City specifications. *S
- 3. Installation of concrete or asphalt permanent pavement with vertical face concrete curb and gutter in accordance with present City specifications. *S
- 4. Concrete, asphalt or chipped pedestrian walks in dedicated pedestrian ways and easements in the Development as approved by the City. *S

5. Water main and fittings on the site and/or easements in the Development, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Development and service area. *S
6. Water system and sanitary sewer system as approved by the City Engineer. *S
7. Laterals and appurtenances from water main to the site and/or buildings in accordance with the plans approved by the City Engineer. *S
8. Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. *S
9. Street trees. *C
10. Protective fencing adjacent to pedestrian ways, etc. (N.A.)
11. Engineering, planning and administration services as approved. *S
12. Storm water management facilities as determined and/or approved by the City to adequately drain the surface water from the Development and drainage basin area in accordance with the approved storm water management plan and/or approved system plan. *S
13. Street lighting and appurtenances along the street right-of-way as determined by the City. *C
14. Street signage in such locations and such size and design as determined by the City. *C
15. Title evidence on all conveyances. *S

EXHIBIT "C"
TO
DEVELOPMENT AGREEMENT
FOR
SAPUTO CHEESE USA, INC.

GENERAL DEVELOPMENT REQUIREMENTS

I. GENERAL

- A. The Developer shall prepare a plat of the land, plans for improvements, as-built drawings of the improvements and all other items in accordance with all applicable state laws and City ordinances and regulations.
- B. All improvements shall be installed in accordance with all City specifications and ordinances.
- C. The entire Development as proposed shall be recorded.

II. LOT SIZE AND UNIT SIZE

- A. Lots
 - 1. All lots shall be as shown on the final approved plat.

III. WATER SYSTEM

- A. Availability
 - 1. The Developer shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Development as directed by the City Engineer.
 - 4. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water.
- B. Construction
 - 1. All construction shall be in accordance with the specifications of the City.

2. Inspection of the work shall be at the Developer's expense.
3. Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed.

IV. SANITARY SEWER SYSTEM

A. Components

Sanitary sewerage service through and within the Development shall be provided. It shall consist of without limitation because of enumeration, sanitary sewer, manholes, appurtenances, laterals, and other appurtenances.

B. Availability

1. Each and every building in the Development shall be served by a sanitary sewer.

V. STORM DRAINAGE

A. Components

Storm drainage through and within the Development shall be provided by means of storm sewer, culverts and ditches installed within the road required as per approved system plan. It shall consist of, without limitation because of enumeration, sewers, culverts, pipes, manholes, catch basins, inlets, leads, open swales, retention basins and absorption ponds as determined by the City Engineer. The City, at the determination of the City Engineer, may have the storm drainage system reviewed by a consultant engineer at the Developer's cost.

B. Endwalls

1. Endwalls shall be approved by the City Engineer.
2. Endwalls shall be installed on each and every culvert and at all open ends of storm sewers.

C. Outfalls and Retaining Walls

1. Outfalls and retaining walls shall be built where required by the City Engineer.
2. The structural design of any retaining wall of three feet in height or more, shall be done by a licensed professional engineer registered in the State of Wisconsin.

D. Responsibility of Discharged Water

1. The Developer shall be responsible for the storm drainage until it crosses the exterior property line of the Development or until it reaches a point designated by the City outside of and adjacent to the property from which the water crosses over, under or through artificial or natural barriers. The water shall be brought to said point by an open ditch or other means as directed by the City Engineer.
2. However, if the Developer of the Development will, in the opinion of the City Engineer, cause water problems downstream from the Development which will reasonably require special consideration, the Developer shall comply with such terms as the City Engineer may require to prevent these problems. Said terms shall be made part of those documents under the section titled "Special Provisions".

VI. EASEMENTS

1. Pedestrian

- a) The pedestrian walks shall be constructed as approved by the City Engineer.

VII. PERMITS ISSUED

A. Building Permits

1. No building permits shall be issued until:

- a) The sanitary and storm sewer and water mains have been installed, tested and approved.
- b) Storm water management facilities have been rough graded certified and approved by the City Engineer.
- d) The plat has been recorded.
- e) All Development monuments have been set.

B. Occupancy Permits

1. No occupancy permits shall be issued until:

- b) The gas, telephone and electrical services have been installed and are in operation.

- c) The water system is installed, tested and approved.
- d) The site is stabilized and all storm water management facilities have been re-certified and approved by the City Engineer.

VIII. DEED RESTRICTIONS

- A. A Financial Guarantee approved by the City Attorney in the full amount of all non-assessable improvements not yet installed and approved as of the date of this Agreement shall be submitted to the City before any permits are issued.
- B. The time of completion of improvements.
 - 1. The Developer shall take all action necessary so as to have all the improvements specified in this Agreement installed and approved by the City before two years from the date of this agreement.
 - 2. Should the Developer fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Developer, may cause the installation of or the correction of any deficiencies in said improvements.

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

- A. Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Development improvements, a fee equal to two-and-one-fourth percent (2¼ %) of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed \$250,000.00; a fee equal to one-and-three-fourth percent (1¾ %) of such cost, if the cost is in excess of \$250,000.00, but not in excess of \$500,000.00; and one-and-one-fourth percent (1¼ %) of said cost in excess of \$500,000.00. At the demand of the Developer or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Developer. Evidence of cost shall be in such detail and form as required by the City Engineer.

- B. For the services of testing labs, consulting engineers and other personnel, the Developer agrees to pay the City the actual charge plus five (5%) percent for administration and overhead.

EXHIBIT "D"
TO
DEVELOPMENT AGREEMENT
FOR SAPUTO CHEESE USA, INC.

ESTIMATED IMPROVEMENT COSTS

All improvement costs, including but not limited to preparation of plans, installation of facilities and inspection shall be borne by the Developer in accordance with Paragraph (4) of this Agreement.

Said costs for the project are estimated to be as follows:

DESCRIPTION	COSTS
Grading (including Erosion Control)	\$1,608,289
Sanitary System	--
Water System	\$1,176,600
Storm Sewer System	--
Paving (including sidewalk)	\$1,194,455 includes asphalt and concrete
Street Trees (x \$400/lot)	\$78,850 for plantings. Overall landscape budget is \$326,476 including mulch, edging, seeding, etc
Street Lights () @ approximately \$5,000/ea.	--
Street Signs	--
Underground Electric, Gas and Telephone	--
Retention Basin	--
SUBTOTAL	\$4,058,194 Assumes value of plantings only. Need to adjust if value is based on full landscape budget.
Engineering/Consulting Services	--
Municipal Services (7% of Subtotal)	--
Contingency Fund (20% of Subtotal)	811,639
TOTAL:	\$4,869,833

APPROVED BY: _____ Date: _____

Glen E. Morrow, City Engineer

EXHIBIT "E"
TO
DEVELOPMENT AGREEMENT
FOR
SAPUTO CHEESE USA, INC.

ADDITIONAL DEVELOPMENT REQUIREMENTS
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1. The Developer shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.
2. The Developer shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.
3. The Developer agrees to pay the City for street trees planted by the City on W. Oakwood Road at the rate of \$400 per tree with a planting distance between trees of 85 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Developer, the Developer's sub-contractors, or the lot owners.
4. The Developer shall be responsible for cleaning up the debris that has blown from buildings under construction within the Development. The Developer shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
5. The Developer shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Developer shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
6. Prior to commencing site grading, the Developer shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Developer shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.

7. The Developer shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange construction fence and silt fence around the environmental natural resource features prior to land disturbing.
8. The Developer shall install a 16-inch diameter water main along S. 27th Street (WIS 241) from the existing water main located at the northeast corner of the Development. The City shall reimburse to the Developer the cost of the oversize portion of the installation (over an 8" diameter as calculated by the City Engineer) in five equal annual installments, without interest, beginning the February 15th following the completion of the installation, its placement into operation and the final acceptance of same by the City Engineer.
9. The Developer has the obligation to cut weeds to conform to the City's noxious weed ordinance.
10. The Developer shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Developer.
11. The Developer is responsible for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. The Developer is responsible to recertify the storm water management facilities after the site is stabilized and prior to final approvals by the City Engineer.
12. Construction Requirements:
 - a) Prior to any construction activity on the site, Developer shall prepare a gravel surfaced parking area within the boundaries of the site.
 - b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
 - c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
 - d) All traffic shall enter the site from W. Oakwood Rd. via S. 27th Street (WIS 241).
13. The Developer shall provide for the connection to the existing W. Oakwood Rd. and install any necessary curb and gutter and pavement.
14. The public concrete sidewalk shall be installed, at the Developer's cost, on W. Oakwood Rd. and S. 27th Street. The public sidewalk along S. 27th Street shall be installed, at Saputo's cost, for pedestrian access, as part of the Wisconsin Department of Transportation (WisDOT) 27th Street Improvement Project on S. 27th Street (STH 241),

currently being planned for the year 2025. If the sidewalk cannot be installed completely within the WisDOT right-of-way, the Developer agrees to dedicate a perpetual easement for the purpose of creating and maintaining a public sidewalk through the Property. The cost shall be the total amount of the public sidewalk installation. If public sidewalk along S. 27th Street is not installed prior to or with the WisDOT S. 27th Street Improvement Project, the Developer agrees to install it at a later date as determined by the City.

15. Developer shall prohibit, to the extent possible, truck traffic into and out of the development on W. Oakwood Road, west of S. Hickory Street, originating from or arriving to their building, commencing when S. Hickory Street is put into service. This includes providing specific signage and traffic controls, indicating the routes to use when coming into and going out of the development. This commitment runs with the land.

EXHIBIT "F"
TO
DEVELOPMENT AGREEMENT
FOR
SAPUTO CHEESE USA, INC.

CONSTRUCTION SPECIFICATIONS

The following specifications shall be used for the construction of the various improvements.

ITEM	SPECIFICATION
Storm & Sanitary Sewer	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Water Mains	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Concrete Curb & Gutter	CITY OF FRANKLIN
Streets: Construction	CITY OF FRANKLIN
Materials Asphalt	CITY OF FRANKLIN
Aggregate	CITY OF FRANKLIN
Concrete	CITY OF FRANKLIN
Cross Section	CITY OF FRANKLIN

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>H</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">February 20, 2023</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</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 style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.23.</i></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;">LICENSES AND PERMITS</p>	<p style="text-align: center;">MISCELLANEOUS LICENSES</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">H.</p>

See attached minutes from the License Committee meeting of February 7, 2023.

1. Miscellaneous Licenses and Permits for February 20, 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 February 20, 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 Health Wing
9229 W. Loomis Rd
Franklin, WI
February 20, 2023 – 5:30 p.m.**

1.	Call to Order & Roll Call	Time:		
2.	Citizen Comment			
3.	Approval of Minutes for Regular License Committee Meeting of February 7, 2023.			
4.	License Applications Reviewed	Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Extraordinary Entertainment & Special Event 5:35 p.m.	Mulligan’s Irish Pub & Grill – St. Patrick’s Day Party Person in Charge: Brian Francis Location: 8933 S 27 th Street Date of Event: 3/17/2023			
Operator 2022-2023 New	Cihler, Nicholas A On The Border			
Operator 2022-2023 New	Stankowski, Nicole L Bowery Bar & Grill			
“Class B” Beer & Liquor Change of Agent 2022-2023	Hudson Burger LLC DBA – Milwaukee Burger Company 6421 S 27 th St Jessica Cullen			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Lioness Lions Club – St Martin’s Fair Fee Waivers: St Martin’s Fair Permit, Temporary Class “B” Beer and Wine License and Operator Licenses Dates of Event: 9/3/23 – 9/4/23 Location: St Martin’s Labor Day Fair			
5. Fireworks Display Process	Fireworks Display Process for License Committee Consideration and Discussion for Recommendation to the Common Council			
6. Extraordinary Events	7a – Continuation of review for the extraordinary events 7b – Present possible duties of a review committee 7c – Direct the clerk’s office to include the extraordinary applications in the online & printed packets			
7.	Adjournment	Time:		

*Notice is given that a majority of the Common Council may attend this meeting to gather information about an agenda item over which they have decision-making responsibility. This may constitute a meeting of the Common Council per State ex rel. Badke v. Greendale Village Board, even though the Common Council will not take formal action at this meeting.



414-425-7500

**License Committee
Minutes***

**Franklin City Hall Hearing Room
9229 W. Loomis Rd
Franklin, WI
February 07, 2023 – 5:00 p.m.**

1.	Call to Order & Roll Call – Alderwoman Eichmann & Alderwoman Hanneman Present; Alderwoman Wilhelm Not Present	Time: 5:02 p.m.
2.	Citizen Comment	
3.	Approval of Minutes for Regular License Committee Meeting of January 03, 2023. Alderwoman Eichmann moved and Alderwoman Hanneman seconded. All voted Aye; motion carried.	
4.	Approval of Minutes for Special License Committee Meeting of January 19, 2023. Alderwoman Eichmann moved and Alderwoman Hanneman seconded. All voted Aye; motion carried.	
5.	License Applications Reviewed	Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 New	Gagliano, April Bowery Bar & Grill	✓		
Operator 2022-2023 New	McCown, Jacob The Rock Sports Complex/Dog Haus	✓		
Operator 2022-2023 New	Rendall, Amy J Bowery Bar & Grill	✓		
"Class A" Beer & Liquor Change of Agent 2022-2023	Kwik Trip, Inc DBA – Kwik Trip #857 10750 W Speedway Dr Michael Roberts	✓		
Day Care 2022-2023 Renewal	KinderCare Education LLC DBA KinderCare 6350 S 108 th St Theresa Castronovo, Manager	✓		
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Police Department – National Night Out 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	✓		

Type/ Time	Applicant Information	Approve	Hold	Deny
Amendment to Public Grant Application for Opening Hours of Civic Celebration Event	Change of Civic Celebration Event Operating Hours on Saturday, July 1, 2023 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	√		
Temporary Entertainment & Amusement	Rainbow Valley Rides, Inc – Fourth of July Festivities Person in Charge: Ronald Kedrowicz Location: 9229 W Loomis Rd Dates of Event: 6/30 through 7/2/2023	√		
Temporary Entertainment & Amusement	Civic Celebration Committee – Independence Celebration Person in Charge: John Bergner Location: 9229 W Loomis Rd Dates of Event: 6/30 through 7/2/2023	√ Fireworks to be permitted thru FPD		
Temporary "Class B" Beer & Wine	Civic Celebration Committee – Independence Day Celebration Person in Charge: John Bergner Location: 9229 W Loomis Rd Dates of Event: 6/30 through 7/2/2023	√		
6. Fireworks Display Process	Fireworks Display Process for License Committee Consideration and Discussion for Recommendation to the Common Council		√ Hold until next meeting	
7. Extraordinary Events	7a – Continuation of review for the extraordinary events 7b – Present possible duties of a review committee 7c – Direct the clerk's office to include the extraordinary applications in the online & printed packets		√ Hold until next meeting	
8.	Adjournment	Time: 5:42 p.m.		

*Notice is given that a majority of the Common Council may attend this meeting to gather information about an agenda item over which they have decision-making responsibility. This may constitute a meeting of the Common Council per State ex rel Badke v Greendale Village Board, even though the Common Council will not take formal action at this meeting.

DRAFT - License Committee Recommendation to Council - DRAFT
Working Document

The License Committee held a special meeting on January 19, 2023 for the discussion of extraordinary events in the City of Franklin, the approval process, and to receive communication and citizen comments alleging multiple unpermitted events and code violations of said events. The Committee has been asked by residents to research unpermitted events, including any code violations, issue citations as provided by the Municipal Code, and to revise the application process to provide for greater clarity and transparency to properties abutting and surrounding the event.


It appeared during the Committee meeting that there are inconsistencies among what the code prescribes for extraordinary events, exemptions to the code, and what has been approved within individual Planned Development Districts. The Committee recommends that a report be prepared to identify the inconsistencies, and recommend necessary amendments to improve consistency and equitability in the approval process.

The License Committee concluded that a full review of this magnitude is beyond the scope of the duties of the committee as ordained by the Municipal Code. The Committee recommends that the item be referred to staff, with a review and opinion from the Plan Commission; or, an ad-hoc work committee be appointed to work with staff and make a recommendation.

The License Committee recommends these points be considered within the scope of this work:

- Clarify Ch. 121-3 of the Municipal Code and how it relates to Chapter 121-9 ssD(1), and with the extraordinary event provisions in PPD 37.
- Investigation of unpermitted events need to be investigated and reported on the License Committee and Common Council as a separate agenda item.
- Details and explanation of what action including citations will be issued for any events found to have occurred without a permit.
- Clarification and revision of the application process for extraordinary entertainment special events.
- A disclaimer to be added to the application and ordinance regarding events that are advertised before permits are approved will be at the operator's own risk and applications must be submitted a minimum of 30 working days prior to the event and actually enforce this existing part of the application.
- Applications that include a series of events that span over several weeks or months require a separate review prior to each additional month or bi-weekly to evaluate compliance with ordinances, presentations, permits, regulations and to mitigate noise disturbances or issues that need to be addressed.

- Full applications and documentation related to Extraordinary Entertainment / Special Events to be included on the License Committee and Common Council packet, as opposed to the current practice of reviewing the folder/application at time of the meeting
- Allowance for public comment during License Committee agenda items for Extraordinary Entertainment / Special event/ Fireworks applications.
- Audio for the Extraordinary Entertainment Special Event portions of the License Committee need to be included on the Franklin website.
- Requirement for an applicant to notify neighbors of their event no later than 5 days prior.

<p style="text-align: center;">APPROVAL</p> 	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 2/20/2023</p>
<p style="text-align: center;">Bills</p>	<p style="text-align: center;">Vouchers and Payroll Approval</p>	<p style="text-align: center;">ITEM NUMBER I</p>

Attached are vouchers dated February 3, 2023 through February 16, 2023, Nos 191505 through Nos 191701 in the amount of \$ 1,656,828 73 Also included in this listing are EFT's Nos 5229 through EFT Nos 5243, EFT Nos 328(S)-328(S), Library vouchers totaling \$ 3,645 24, Water Utility vouchers totaling \$ 6,336 80 and Property Tax Refunds in the amount of \$ 45,300 96 Voided checks in the amount of \$ (8,507 18) are separately listed

Early release disbursements dated February 3, 2023 through February 15, 2023 in the amount of \$ 525,029 68 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 453 through 454 and Check No 17942 dated January 31, 2023 through February 16, 2023 in the amount of \$ 31,119 14 These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

The net payroll dated February 10, 2023 is \$ 442,630 59, previously estimated at \$ 435,000 Payroll deductions dated February 10, 2023 are \$ 230,708 09 previously estimated at \$ 245,000

The estimated payroll for February 24, 2023 is \$ 440,000 with estimated deductions and matching payments of \$ 505,000

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of February 16, 2023 in the amount of \$ 1,656,828 73 and
- Property Tax disbursements with an ending date of February 16, 2023 in the amount of \$ 31,119 14 and
- Payroll dated February 10, 2023 in the amount of \$ 442,630 59 and payments of the various payroll deductions in the amount of \$ 230,708 09, plus City matching payments and
- Estimated payroll dated February 24, 2023 in the amount of \$ 440,000 and payments of the various payroll deductions in the amount of \$ 505,000, plus City matching payments

ROLL CALL VOTE NEEDED