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CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY SEPTEMBER 17, 2024 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes: Regular Common Council Meeting of September 3, 2024.
- D. Hearings.
- E. Organizational.
- F. Letters.
- G. Reports and Recommendations:
 - 1. Franklin Civic Celebrations Commission Report for the July 3-July 6, 2024 Civic Celebrations Event, Request for Spending Authority for 2025 and Summary of 2024 Activities.
 - 2. Security Discussion Led by the Director of Information Technology (IT).
 - 3. Entertainment and Special Event-Hills Has Eyes.
 - 4. Entertainment and Special Event-The Rock Summer Concert Series.
 - 5. Standards, Findings and Decision of the City of Franklin Common Council Upon the application of John Spitz, Fox Glen Corporate Centre, LLC, Applicant, for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance.
 - 6. A Resolution Authorizing the Department of Public Works to Amend Reforestation and Wetland Restoration Agreement with Milwaukee Metropolitan Sewerage District for Municipal Tree Planting.
 - 7. M3 Consulting LLC Volition Franklin Contract.
 - 8. Updated 2024 Division of Public Health Consolidated Contract.
 - 9. Presentation of the Mayor’s 2025 Recommended Budget.
 - 10. A Resolution Approving a Partial Property Tax Rescission and Refund for TKN 792 -9995-001 (7832 W. Drexel Ave.).
 - 11. A Resolution Authorizing Certain Officials to Execute an Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp and an Escrow and Account Control Agreement with Banc of America Public Capital Corp and BOKF, NA, in Furtherance of the Master Energy Services Agreement and the Performance Contract Previously Entered Into with Johnson Controls, Inc., to Implement Energy

Common Council Meeting Agenda

September 17, 2024

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Efficiency, Safety, Security and Renewable Energy Measures at Various City Buildings and Infrastructure.

- 12. An Ordinance to Amend §158-8C. of the Municipal Code to Allow for the Sale of Intoxicating Liquor for Off Premises Consumption by Class B License Holders.
- 13. Promotion of Ryan Boos from Desktop & User Support Administrator (Level 3) to Server and Infrastructure Engineer (Level 8) Under the Revised Job Description.
- 14. Approval of Temporary Assignment Pay for IT Director James Matelski. The Common Council May Enter Closed Session Pursuant To Wis. Stat. § 19.85(1)(c), Considering Employment, Promotion, Compensation Or Performance Evaluation Data Of Any Public Employee Over Which The Governing Body Has Jurisdiction Or Exercises Responsibility, 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 September 17, 2024.

I. Bills.
Request for Approval of Vouchers and Payroll.

J. Adjournment.

*Supporting documentation and details of these agenda items are available at City Hall during normal business hours

[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:

September 19	Plan Commission	6:00 p.m.
September 28	City Shredding Event (City Hall)	9:00 a.m.-1:00 p.m.
October 1	Common Council	6:30 p.m.
October 3	Plan Commission	6:00 p.m.
October 15	Common Council	6:30 p.m.
October 17	Plan Commission	6:00 p.m.

C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
SEPTEMBER 3, 2024
MINUTES

ROLL CALL

A. The regular meeting of the Franklin Common Council was held on September 3, 2024, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Peccarelli, Alderwoman Eichmann, Alderman Hasan, Alderman Barber and Alderman Craig. Alderwoman Day was excused. Also, in attendance were Director of Administration Kelly Hersh, City Attorney Jesse A. Wesolowski and Deputy City Clerk Maggie Poplar.

CITIZEN COMMENT

B. Citizen comment period was opened at 6:31 p.m. and was closed at 6:49 p.m.

MINUTES
AUGUST 20, 2024

C.1. Alderman Hasan moved to approve the minutes of the Regular Common Council Meeting of August 20, 2024, as presented. Seconded by Alderman Barber. All voted Aye; motion carried.

MINUTES
AUGUST 27, 2024

C.2. Alderman Hasan moved to approve the minutes of the Regular Common Council Meeting of August 27, 2024, as presented. Seconded by Alderman Barber. All voted Aye; motion carried.

MAYORAL
APPOINTMENTS

E. Alderwoman Eichmann moved to confirm the following Mayoral Appointments: Mira Kresovic, 8810 S. 51st St., Ald. Dist. 4-Board of Water Commissioners, 5 year unexpired term expiring 09/30/27.

Seconded by Alderman Peccarelli. On roll call, all voted Aye. Motion carried.

RES. 2024-8201
SPECIAL USE FOR AN
INDOOR AND OUTDOOR
BUSINESS

G.1. Alderman Craig moved to adopt Resolution No. 2024-8201, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR AN INDOOR AND OUTDOOR YOUTH SOCCER TRAINING BUSINESS USE UPON PROPERTY LOCATED AT 11141 W. FOREST HOME AVENUE (KELLEY LEGLER, FIELD 99, APPLICANT) (BAST MARSHALL, LLC, PROPERTY OWNER). Seconded by Alderman Barber. All voted Aye; motion carried.

SPECIAL EXCEPTION TO
NATURAL RESOURCE
PROVISIONS

G.2. Alderman Hasan moved to adopt the Standards, Findings and Decision of the City of Franklin Common Council upon the application of College Avenue Associates, LLC, applicant, for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance. Seconded by Alderman Craig. All voted Aye; motion carried.

- RES. 2024-8202
CERTIFIED SURVEY
MAP, 6341 S. 27TH ST
AND 2821 W. COLLEGE
AVE.
- G.3. Alderman Hasan moved to adopt Resolution 2024-8202, A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF A PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (TED BALISTRERI, COLLEGE AVENUE ASSOCIATES, LLC, APPLICANT) (6311 S. 27TH STREET, 6341 S. 27TH STREET, AND 2821 W. COLLEGE AVENUE). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- OPTIONS TO UPDATE
THE 2025
COMPREHENSIVE
MASTER PLAN
- G.4. Alderwoman Eichmann moved to direct City Development staff to proceed with an in-house update of the comprehensive plan demographic data. Seconded by Alderman Barber. All voted Aye; motion carried.
- TRADITIONAL
NEIGHBORHOOD
DEVELOPMENT
ORDINANCE
- G.5. Alderman Barber moved to direct City Development staff to proceed with a draft Traditional Neighborhood Development (TND) ordinance as floating zoning. Seconded by Alderman Peccarelli. All voted Aye; motion carried.
- ORD. 2024-2634
2024 ANNUAL BUDGET
FOR THE CAPITAL
IMPROVEMENT FUND
- G.6. Alderman Barber moved to adopt Ordinance No. 2024-2634, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE ADDITIONAL \$2,129,586 APPROPRIATIONS AND \$2,129,586 RESOURCES FOR THE JOHNSON CONTROLS ENERGY EFFICIENCY PROJECT. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.
- RES. 2024-8203
INSTALLATION OF
FENCE UPON LOT 12 IN
TUCKAWAY GREEN
- G.7. Alderwoman Eichmann moved to adopt Resolution No. 2024-8203, A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 20 FOOT PRIVATE PLANTING SCREEN PLAT RESTRICTION, UPON LOT 12 IN BLOCK 1 OF TUCKAWAY GREEN SUBDIVISION (7512 S. 77TH STREET) (MICHELLE WILLIAMS, APPLICANT). Seconded by Alderman Hasan. All voted Aye; motion carried.
- RES. 2024-8204
PROPERTY TAX
REFUND FOR 10504 #2
W. CORTEZ CIR
- G.8. Alderman Craig moved to adopt Resolution No. 2024-8204, A RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR TKN 747-9979-002; AND DIRECT STAFF TO FILE THE CHARGEBACK REQUEST WITH THE DEPARTMENT OF REVENUE TO SEEK COMPENSATION FROM THE OTHER TAXING AUTHORITIES. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- RES. 2024-8205
DEVELOPMENT
AGREEMENT FOR
INFRASTRUCTURE
IMPROVMENTS WITH
MASTER HALCO INC.
- G.9. Alderman Hasan moved to adopt Resolution No. 2024-8205, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS WITH MASTER HALCO, INC. FOR 7407 S. 27 STREET, TKN 761-9994-006. Seconded by Alderman Barber. All voted Aye; motion carried.
- PREGNANT WORKERS
FAIRNESS ACT
- G.10. Alderwoman Eichmann moved to approve the Pregnant Workers Fairness Act policy and to include it in the Employee Handbook. Seconded by Alderman Hasan. All voted Aye; motion carried.
- RES. 2024-8206
STORM WATER
FACILITIES
MAINTENANCE AND
STORM WATER
MANAGEMENT ACCESS
EASEMENT
- G.11. Alderman Barber moved to adopt Resolution No. 2024-8206, A RESOLUTION FOR ACCEPTANCE OF A STORM WATER FACILITIES MAINTENANCE AGREEMENT AND A STORM WATER MANAGEMENT ACCESS EASEMENT FOR 6941 S. 68 STREET, TKN 743-8978-006. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2024-8207
DEVELOPMENT
AGREEMENT FOR
PUBLIC
INFRASTRUCTURE
IMPROVEMENTS
YASKAWA AMERICA
INC.
- G.12. Alderman Hasan moved to adopt Resolution No. 2024-8207, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS WITH 2 WORLD PACKAGING CIRCLE, TKN 761-9994-006. Seconded by Alderman Barber. All voted Aye; motion carried.
- RES 2024- 8208
YASKAWA AMERICA
WATER MAIN
EASEMENT
- G.13. Alderman Barber moved to adopt Resolution No. 2024-8208, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT THE WATER MAIN EASEMENT ON PROPERTY OWNED BY YASKAWA AMERICA INC D.V.A.F. AT 2 W WORLD PACKAGING CIRCLE, TKN 900-0009-019. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- ORD. 2024-2635
TRANSFER
ENGINEERING
PERSONNEL COSTS TO
NON-PERSONNEL
COSTS
- G.14 Alderman Barber moved to adopt Ordinance No. 2024-2635, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE GENERAL FUND TO TRANSFER \$100,000 OF ENGINEERING PERSONNEL COSTS TO NON-PERSONNEL COSTS. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.
- ORD. 2024-2636
TRANSFER
- G.15 Alderman Barber moved to adopt Ordinance No. 2024-2636, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN

- CONTINGENCY APPROPRIATIONS TO FINANCE AUDITING APPROPRIATIONS FOR ADDITIONAL FINANCIAL SERVICES
- ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE GENERAL FUND TO TRANSFER \$10,000 OF CONTINGENCY APPROPRIATIONS TO FINANCE AUDITING APPROPRIATIONS FOR ADDITIONAL FINANCIAL SERVICES. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.
- RES. 2024-8209
CLIFTONLARSONALLEN LLP TO PERFORM FINANCIAL ASSISTANCE DUTIES
- G.16 Alderman Barber moved to adopt Ordinance No. 2024-8209, AN ORDINANCE ENGAGING CLIFTONLARSONALLEN, LLP TO PERFORM FINANCIAL ASSISTANCE DUTIES ON THE CITY OF FRANKLIN FINANCIAL STATEMENTS AND RECORDS with the agreement to be in our standard form and approved by the Director of Finance, Director of Treasury, Director of Administration and City Officials. Seconded by Alderman Hasan. All voted Aye; motion carried.
- FRANKLIN NEPOTISM POLICY
- G.17 Alderman Hasan moved to approve the updated Nepotism Policy and incorporate the policy into the Employee Handbook. Seconded by Alderman Barber. All voted Aye; motion carried.
- POPULATION ESTIMATE
- G.18 Alderman Barber moved to place on file the Wisconsin Department. of Administration January 1, 2024 population estimate of 36,417. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- CLOSED SESSION
GENERAL
CYBERATTACK AND
TECHNOLOGICAL
CRIMES PREVENTION
STRATEGY
- G.19 Alderwoman Eichmann moved to enter closed session at 7:21 p.m. pursuant to Wis. Stat. § 19.85(1)(d), to consider strategy for crime prevention, and the furtherance of the program and policy and tools therefore for crime prevention, i.e., cyberattack prevention and technological crimes in relation thereto, for the protection of the City's technical and information infrastructure and the City officials, employees and the public who use the system, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried
- Upon reentering open session at 8:32 p.m, no action was taken.
- PROFESSIONAL SERVICES AGREEMENT
- G.20 Alderman Craig moved to authorize the Professional Services Agreement between the City of Franklin and Eide Bailly for licensing and authentication infrastructure needed for the Office 365 migration, not to exceed the total project cost of \$158,114, funded by Account Numbers 01-0144-5257 (\$28,422) and 41-0144-5843 (\$129,692), with the City Attorney and Director of IT authorized to make minor technical modifications to the service agreement. Seconded by Alderwoman Eichmann. All voted Aye; motioned carried.

LICENSES AND
PERMITS

- H. Alderwoman Eichmann moved to approve License Committee Meeting Minutes of September 3, 2024.

Grant Extraordinary Entertainment & Special Event to CESC Fall 2024 Youth Soccer Festival/Tournament, Matthew Saric, Croatian Park – 9140 S 76th St, 9/27 – 9/29/24;

Grant Amendment to Public Grant Application for Franklin Health Department 2024 Events to add date of Franklin Health Department Community Health Improvement Partner Meeting, Park Permit, 10/8/24 (community Health Improvement Partner Meeting), Pleasant View Park Pavilion;

Grant 2024-25 New Operator License to Wenjuan Zheng;

Hold for Appearance for New 2024-25 Operator License to Ashley Christen; and

Hold for Appearance & Correction of Application for New 2024-25 Operator License to Pedro Mata Jr.

Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

VOUCHERS AND
PAYROLL

- I. Alderman Barber moved to approve City vouchers with an ending date of August 29, 2024, in the amount of \$3,909,799.89 and payroll dated August 23, 2024 in the amount of \$490,023.47 and payments of the various payroll deductions in the amount of \$509,481.15, plus City matching payments and estimated payroll dated September 6, 2024 in the amount of \$469,000 and payments of the various payroll deductions in the amount of \$275,000, plus City matching payments. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderwoman Eichmann moved to adjourn the meeting of the Common Council at 8:39 p.m. Seconded by Alderman Peccarelli. All voted Aye; motion carried.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9-17-24
REPORTS AND RECOMMENDATIONS	Franklin Civic Celebrations Commission Report for the July 3-July 6, 2024 Civic Celebrations Event, Request for Spending Authority for 2025 and Summary of 2024 Activities	ITEM NUMBER 95.1.

Attached are reports from John Bergner, Chairman of the Civic Celebrations Commission, requesting authority from the Common Council for the Commission to sign and execute contracts and agreements for the 2025 Franklin Civic Celebration. The event is planned for four days, July 3-July 6, 2025.

COUNCIL ACTION REQUESTED

Motion to accept and place on file the summary from the 2024 Civic Celebrations event, and allow John Bergner to execute contracts and agreements for the 2025 Franklin Civic Celebration event.

OR

As directed.

2024 FRANKLIN CIVIC CELEBRATION

JULY 3 -JULY 6

INCOME STATEMENT

INCOME	2023 (3 days)	2024 (4 days)
1. DONATIONS	\$24,549.00	\$23,733.00
2. TICKET SALES DEPOSITS	\$77,974.00	\$75,344.00
3. FOOD (NET)	\$18,180.95	\$20,800.72
4. CITY FUNDS	\$13,000.00	\$30,000.00
5. CARNIVAL COMMISSION	\$22,895.00	\$25,243.00
6. NON-FOOD/ LICENSES	\$600.00	\$1,950.00
7. ATM RENTAL	\$342.50	\$401.00
8. CORN HOLE	\$40.00	\$0.00
TOTAL INCOME	\$159,681.45	\$177,471.72

EXPENSES	2023	2024
1. ENTERTAINMENT	\$28,100.00	\$43,279.00 Includes Drone Show
2. PRINTING, TICKETS	\$5,787.26	\$6,025.00
3. POLICE AND DPW	\$50,751.19	\$54,484.23
4. PARADE (INCLUDES FLAGS)	\$11,290.58	\$9,773.00
5. FIREWORKS	\$30,000.00	\$30,000.00
6. ICE CREAM	\$1,198.08	\$1,221.12
7. BEER	\$19,581.10	\$18,945.80
7A. WINE	\$0.00	\$630.00
7B. SODA	\$588.21	\$496.00
8. SUPPLIES	\$7,624.37	\$852.90
9. RENTAL, TENT, BAR, TABLES, CHAIR, TOILETS	\$17,885.80	\$19,183.38
10. T-SHIRTS-	\$4,837.50	\$4,384.00
11. SIGNS, BANNERS	\$955.00	\$368.00
12. BACKGROUND CHECKS	\$175.00	\$231.00
13. GOLF CARTS	\$1,525.00	\$1,300.00
14. DPW SUPPLIES	\$2,693.95	\$1,715.63
15. POSTAGE	\$40.20	\$29.00
16. LIONS CLUB 1/2 NET PROFIT	\$1,925.00	\$3,035.50
17. SERVICES, LICENSE	\$0.00	\$14.00
18. ICE	\$1,397.40	\$1,017.57
19. GENERATOR FUEL	\$965.70	\$1,821.31
TOTAL EXPENSES	\$187,321.34	\$198,806.44
NET INCOME OR LOSS	-\$27,639.89	-\$21,3334.72



Request for Spending Authority 2025
SEPTEMBER 2024

I, John Bergner, Chairman of the Franklin Civic Celebrations Commission request authority to enter into contracts and agreements for the 2025 Franklin Civic Celebration. The dates and times will be:

- Thursday, July, 3 - 5:00 pm to 11:00 pm
- Friday, July, 4 - 10:00 am to 11:00 pm
- Saturday, July, 5 - 1:00 pm to 11:00 pm
- Sunday, July, 6 -noon to 4:00 pm (Carnival Only)

With your approval, I request authority to spend the following amounts for 2025:

	2024	2025
	Actual (4 Days)	Projected (3 Days)
1. ENTERTAINMENT	\$43,279	\$36,000
2. FIREWORKS	\$30,000	\$30,000.
3. RENTALS	\$19,183	\$19,000
4. PARADE	\$9,773	\$12,000
5 ICE CREAM	\$1,221	\$1,300
6. PRINTING	\$6,025	\$6,500
7. SUPPLIES, SIGNS, T-SHIRTS	\$8,800	\$9,000
8. MISC.	\$1,300	\$1,500
Totals:	\$119,581	\$115,300

The 2024 Festival was a 4 day (plus day 5 for Carnival only) event and the 2025 Festival is a 3 day (plus day 4 for Carnival only) event.

Note: Police and DPW cost are not included in any of the amounts.



<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE 9/17/2024</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">SECURITY DISCUSSION LED BY THE DIRECTOR OF IT</p>	<p align="center">ITEM NUMBER D.2.</p>

BACKGROUND

Security discussion led by the Director of IT.

COUNCIL ACTION REQUESTED

Discussion only. No action is to be taken; place on file.

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<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE 9-17-24</p>
<p align="center">REPORTS AND RECOMMENDATIONS</p>	<p align="center">Entertainment and Special Event-Hills Has Eyes</p>	<p align="center">ITEM NUMBER H.3.</p>

The Hills has Eyes was approved at the Common Council meeting of May 21, 2024 at a decibel level of 55. This is being brought back to review the decibel level limit for this special event.

The Hills has Eyes notes:

Hills Has Eyes has been in production for over 10 years.

In 2023 there were 23 complaints. Out of the 23 complaints, 13 were regarding sound at the Hills Has Eyes directly, which consisted of 6 households making those complaints.

The decibel level last year which was used by the planning department was the standard 79 dBA for daytime (before 10:00 p.m.) and 74 dBA for nighttime (after 10:00 p.m.).

Planning department received one sound monitor violation related to hours of operation. Also, the planning department while reviewing a complaint received on September 29, 2023, they noticed that the train horn was audible with a sound level 68 dBA, no violation found with the standard of 74 dBA (nighttime).

COUNCIL ACTION REQUESTED

Motion to approve an established sound decibel level limit of _____ for the Hills Has Eyes Special Event.

LICENSE

City of Franklin

EXTRAORDINARY EVENT

24-2712

\$100.00

STATE OF WISCONSIN
CITY OF FRANKLIN

Whereas, THE ROCK SPORTS COMPLEX, LLC has paid one hundred dollars to the Treasurer of the City of Franklin, as required by the resolutions and ordinances of the City and has complied with all the requirements necessary for obtaining this License.

Now therefore, by order of the Common Council and by virtue hereof, the said THE ROCK SPORTS COMPLEX, LLC is hereby licensed and authorized to hold an extraordinary event in the City of Franklin on 09/27/2024 to 10/27/2024 subject to all the conditions and provisions of said resolutions and ordinances.

THE ROCK SPORTS COMPLEX, LLC

THE ROCK SPORTS COMPLEX

**7005 S BALLPARK DR
FRANKLIN, WI 53132**

PENDING SOUND CHECK APPROVAL PRIOR TO EVENT. ALL DATES SUBJECT TO 55 DECIBEL LEVEL AT PROPERTY LINE FOR:

THE HILL HAS EYES HAUNTED ATTRACTION - FRIDAYS & SATURDAYS, 9/27/24 - 10/26/2024 BEGINNING AT 6:00PM. SPECIAL INSTRUCTIONS: BOX OFFICE TICKET SALES TO END AT 11:00PM AND MUSIC TO END AT 12:00AM. LAST GROUP TO ENTER AT 11:50 PM. NO TRAIN HORN.

FAMILY ORIENTED "NOT SO SCARY" EVENTS - SUNDAYS 9/29/24 - 10/27/24 2:30PM-4:45PM.



Given under my hand and the corporate seal of the
City of Franklin, June 03, 2024.

City Clerk

This License must be POSTED in a conspicuous location.
NON-TRANSFERABLE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9-17-24
REPORTS AND RECOMMENDATIONS	Entertainment and Special Event-Rock Summer Concert Series	ITEM NUMBER D.4.

The summer concert series which was approved at the Special Common Council meeting of May 30, 2024 at a decibel level of 55 is being brought back to review the decibel level for the remaining two summer concerts.

COUNCIL ACTION REQUESTED

Motion to approve an established sound decibel level limit of _____ for the remaining two Summer Concert series.

LICENSE

City of Franklin

EXTRAORDINARY EVENT

24-2711

\$100.00

STATE OF WISCONSIN
CITY OF FRANKLIN

Whereas, THE ROCK SPORTS COMPLEX, LLC has paid one hundred dollars to the Treasurer of the City of Franklin, as required by the resolutions and ordinances of the City and has complied with all the requirements necessary for obtaining this License.

Now therefore, by order of the Common Council and by virtue hereof, the said THE ROCK SPORTS COMPLEX, LLC is hereby licensed and authorized to hold an extraordinary event in the City of Franklin on 06/01/2024 to 09/28/2024 subject to all the conditions and provisions of said resolutions and ordinances.

THE ROCK SPORTS COMPLEX, LLC
THE ROCK SPORTS COMPLEX
7900 S BALLPARK DR
FRANKLIN, WI 53132

SUMMER CONCERTS 2024: SATURDAYS IN JUNE, JULY, AUGUST, SEPTEMBER FROM 6:30 PM - 10:30 PM & JULY 4, SEPTEMBER 2 FROM 6:30 PM - 10:00 PM. ALL CONCERTS SUBJECT TO 55 DECIBEL LEVEL AT PROPERTY LINE; AND TO BE REVIEWED AND POSSIBLE ACTION TAKEN BY COMMON COUNCIL AT THE JUNE 18, 2024 COUNCIL MEETING.



Given under my hand and the corporate seal of the
City of Franklin, May 31, 2024.

City Clerk

This License must be POSTED in a conspicuous location.
NON-TRANSFERABLE

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/17/24
REPORTS & RECOMMENDATIONS	STANDARDS, FINDINGS AND DECISION OF THE CITY OF FRANKLIN COMMON COUNCIL UPON THE APPLICATION OF JOHN SPITZ, FOX GLEN CORPORATE CENTRE, LLC, APPLICANT, FOR A SPECIAL EXCEPTION TO CERTAIN NATURAL RESOURCE PROVISIONS OF THE CITY OF FRANKLIN UNIFIED DEVELOPMENT ORDINANCE	ITEM NUMBER J.S. District 4

This Natural Resource Special Exception (NRSE) request is to allow for impacts to wetland buffer, and wetland setback to allow for restoration of these features as part of the resolution of an enforcement case for unpermitted fill on properties located at 11027 S 27TH ST / 978 9998 000 and 0 W South County Line Rd. / 978 9999 001. The Common Council originally heard the item at the August 6, 2024 meeting.

During review of the NRSE, staff identified encroachments in the regulatory floodplain. Based on this information, the previous draft of the Standards, Findings, and Decision included conditions for NRSE approval of the floodplain encroachments, in addition to the applicant's request.

At the August meeting, the Common Council tabled this request for an NRSE to allow for resolution of the floodplain issue.

Staff has revised the draft Standards, Findings, and Decision document to clarify proposed conditions regarding floodplain requirements. Draft text for conditions four and five were deleted, and new text for condition four inserted. The text before Council today limits the scope of the approval to the applicant's original request to allow for restoration of wetland buffer.

COUNCIL ACTION REQUESTED

Adopt the standards, findings and decision of the City of Franklin Common Council upon the application of John Spitz, Fox Glen Corporate Centre, LLC Applicant, for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance.

REVISED Draft September 12, 2024

**Standards, Findings and Decision
of the City of Franklin Common Council upon the Application of John Spitz, Fox
Glen Corporate Centre, LLC, applicant, for a Special Exception
to Certain Natural Resource Provisions of the City of Franklin
Unified Development Ordinance**

Whereas, John Spitz, Fox Glen Corporate Centre, LLC, applicant, having filed an application dated September 3, 2021, for a Special Exception pursuant to Section 15-9.0110 of the City of Franklin Unified Development Ordinance pertaining to the granting of Special Exceptions to Stream, Shore Buffer, Navigable Water-related, Wetland, Wetland Buffer and Wetland Setback Provisions, and Improvements or Enhancements to a Natural Resource Feature; a copy of said application being annexed hereto and incorporated herein as Exhibit A; and

Whereas, the application having been reviewed by the City of Franklin Environmental Commission and the Commission having made its recommendation upon the application, a copy of said recommendation dated June 26, 2024 being annexed hereto and incorporated herein as Exhibit B; and

Whereas, following a public hearing before the City of Franklin Plan Commission, the Plan Commission having reviewed the application and having made its recommendation thereon as set forth upon the report of the City of Franklin Planning Department, a copy of said report dated July 18, 2024 being annexed hereto and incorporated herein as Exhibit C; and

Whereas, the property which is the subject of the application for a Special Exception is located at 11027 S 27TH ST / 978 9998 000 and 0 W South County Line Rd. / 978 9999 001, zoned Planned Development District 39, and such property is more particularly described upon Exhibit D annexed hereto and incorporated herein; and

Whereas, Section 15-10.0208B. of the City of Franklin Unified Development Ordinance, as amended by Ordinance No. 2003-1747, pertaining to the granting of Special Exceptions to Stream, Shore Buffer, Navigable Water-related, Wetland, Wetland Buffer and Wetland Setback Provisions, and Improvements or Enhancements to a Natural Resource Feature, provides in part: “The decision of the Common Council upon any decision under this Section shall be in writing, state the grounds of such determination, be filed in the office of the City Planning Manager and be mailed to the applicant.”

Now, Therefore, the Common Council makes the following findings pursuant to Section 15-10.0208B.2.a., b. and c. of the Unified Development Ordinance upon

the application for a Special Exception dated April 22, 2024, by John Spitz, Fox Glen Corporate Centre, LLC, applicant, pursuant to the City of Franklin Unified Development Ordinance, the proceedings heretofore had and the recitals and matters incorporated as set forth above, recognizing the applicant as having the burden of proof to present evidence sufficient to support the following findings and that such findings be made by not less than four members of the Common Council in order to grant such Special Exception.

1. That the condition(s) giving rise to the request for a Special Exception were not self-imposed by the applicant (this subsection a. does not apply to an application to improve or enhance a natural resource feature): *Not Applicable.*

2. That compliance with the stream, shore buffer, navigable water-related, wetland, wetland buffer, and wetland setback requirement will:

a. be unreasonably burdensome to the applicant and that there are no reasonable practicable alternatives; *or*

b. unreasonably and negatively impact upon the applicant's use of the property and that there are no reasonable practicable alternatives: *The applicant proposes to restore impacted resources as required by City of Franklin UDO Part 4.*

3. The Special Exception, including any conditions imposed under this Section will:

a. be consistent with the existing character of the neighborhood; *and*

b. not effectively undermine the ability to apply or enforce the requirement with respect to other properties; *and*

c. be in harmony with the general purpose and intent of the provisions of this Ordinance proscribing the requirement; *and*

d. preserve or enhance the functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback in co-existence with the development: *(this finding only applying to an application to improve or enhance a natural resource feature). The applicant proposes to restore impacted resources as required by City of Franklin UDO Part 4.*

The Common Council considered the following factors in making its determinations pursuant to Section 15-10.0208B.2.d. of the Unified Development Ordinance.

1. Characteristics of the real property, including, but not limited to, relative placement of improvements thereon with respect to property boundaries or otherwise applicable setbacks: *The property is currently vacant of structures.*

2. Any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district: *The applicant proposes to restore impacted resources as required by City of Franklin UDO Part 4.*
3. Existing and future uses of property; useful life of improvements at issue; disability of an occupant: *The property is currently vacant of structures. The site is zoned Planned Development District 39 which allows for light manufacture, office, and other business uses.*
4. Aesthetics: *The applicant proposes to restore impacted resources as required by City of Franklin UDO Part 4.*
5. Degree of noncompliance with the requirement allowed by the Special Exception: *None. The applicant proposes to restore impacted resources as required by City of Franklin UDO Part 4.*
6. Proximity to and character of surrounding property: *area of impact is in the middle of these lots which are currently vacant of structures.*
7. Zoning of the area in which property is located and neighboring area: *PDD 39 (north and west), Outside corporate boundary (south and east).*
8. Any negative affect upon adjoining property: *The applicant proposes to restore impacted resources as required by City of Franklin UDO Part 4.*
9. Natural features of the property: *Wetland with buffer and setback, river shoreline, woodland, environmental corridor, floodplain.*
10. Environmental impacts: *The applicant proposes to restore impacted resources as required by City of Franklin UDO Part 4.*
11. A recommendation from the Environmental Commission as well as a review and recommendation prepared by an Environmental Commission-selected person knowledgeable in natural systems: *The Environmental Commission recommendation and its reference to the report of June 26th, 2024 is incorporated herein.*
12. The practicable alternatives analysis required by Section 15-9.0110C.4. of the Unified Development Ordinance and the overall impact of the entire proposed use or structure, performance standards and analysis with regard to the impacts of the proposal, proposed design solutions for any concerns under the Ordinance, executory actions which would maintain the general intent of the Ordinance in question, and other factors relating to the purpose and intent of the Ordinance section imposing the

requirement: *The Plan Commission recommendation and the Environmental Commission recommendation address these factors and are incorporated herein.*

Decision

Upon the above findings and all of the files and proceedings heretofore had upon the subject application, the Common Council hereby grants a Special Exception for such relief as is described within Exhibit C, upon the conditions:

- 1. that the natural resource features and mitigation areas upon the properties to be developed be protected by a perpetual conservation easement to be approved by the Common Council prior to any development within the areas for which the Special Exception is granted prior to the issuance of any Occupancy Permits;*
- 2. that the applicant obtain all other necessary approval(s) from all other applicable governmental agencies prior to any development within the areas for which the Special Exception is granted;*
- 3. that all development within the areas for which the Special Exception is granted shall proceed pursuant to and be governed by the approved Natural Resource Protection Plan and all other applicable plans for John Spitz, Fox Glen Corporate Centre, LLC, applicant, and all other applicable provisions of the Unified Development Ordinance.*
- 4. The applicant must submit and obtain approval from the Planning Department of a Land Use Permit to resolve changes to the floodplain prior to approval of a grading permit.*
- 5. The applicant must include maintenance information/guarantees in proposed restoration plans.*
- 6. The applicant shall provide for a diverse native seed mix, including short and long stem grasses and forbs, to be planted in restoration areas.*
- 7. Once restoration is complete, the applicant shall install construction fencing to protect wetland, buffer and setback from further encroachments during fill removal work, and remove the construction fencing when work is complete.*
- 8. The applicant shall place boulders, fencing, or other permanent boundary in such a way that the wetland buffer cannot be encroached upon or mowed after completion of restoration.*

The duration of this grant of Special Exception is permanent.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Robinson, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/17/2024
REPORTS & RECOMMENDATIONS	A Resolution Authorizing the Department of Public Works to Amend Reforestation & Wetland Restoration Agreement with Milwaukee Metropolitan Sewerage District for Municipal Tree Planting	ITEM NUMBER M. 6.

BACKGROUND

The Franklin Department of Public Works (DPW) is requesting authorization to amend the Reforestation & Wetland Restoration (RWR) agreement with the Milwaukee Metropolitan Sewerage District (MMSD), which had previously been approved at the Common Council meeting on January 16th, 2024. The original Council Action was approved for \$50,000.00 for 2024, and we are amending this to add an additional \$30,000.00 for 2025.

In this amendment, the Milwaukee Metropolitan Sewerage District agrees to cover the City’s costs of planting a minimum of 140 trees/plants for Ernie Lake Park and an additional 75 City street trees, a total of 215 trees/plants, not to exceed \$30,000.00, and expiring December 31st, 2025. The items covered under the agreement include the costs of the trees, planting supplies, topsoil, & contractor planting costs (if the City so chooses).

In the Winter of 2023/24, DPW staff removed invasive species from Ernie Lake Park and will use the funds to replant/restore with native species.

FISCAL NOTE

The City of Franklin will have to allocate funds up front to purchase trees & planting supplies to be reimbursed at completion of the project, not to exceed \$30,000.00.

Either party is able to terminate this agreement at any time, in writing, with the costs incurred by the City up until point of termination to be covered.

RECOMMENDATIONS

The Department of Public Works recommends the council to allow the City Forester to enter into and execute this amendment with MMSD for 2025.

Council Action Requested

Request Common Council approval/authorization to amend the Reforestation & Wetland Restoration agreement with MMSD, previously approved in 2024, to extend through 2025 and allocate additional funding of \$30,000.00 to be reimbursed at the completion of the agreement.

DPW:TJR/ams

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2024 - _____

A RESOLUTION TO AMEND THE 2024 REFORESTATION & WETLAND RESTORATION AGREEMENT WITH MILWAUKEE METROPOLITAN SEWAGE DISTRICT FOR MUNICIPAL TREE PLANTING TO EXTEND THROUGH 2025

WHEREAS, the City of Franklin, Wisconsin, (FRANKLIN), is interested in continuing the intergovernmental agreement with Milwaukee Metropolitan Sewerage District for the purpose of funding municipal tree planting through the Reforestation & Wetland Restoration Agreement; and

WHEREAS, FRANKLIN recognizes the value of the reforestation and wetland program as naturally effective resources to manage stormwater and bring additional local benefits of water & air quality improvement and habitat restoration; and

WHEREAS, FRANKLIN owns and maintains public lands and right of way but has limited resources to plant & maintain natural areas, and benefits from funding available Milwaukee Metropolitan Sewerage District to implement natural flood management infrastructure; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Franklin will comply with the terms of the agreement and budget sum sufficient to fully and satisfactorily complete the project. All other provisions remain in full force and effect.

BE IT FURTHER RESOLVED, FRANKLIN that the Mayor, City Clerk, and Director of Finance & Treasurer are hereby authorized to execute and deliver such agreement:

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2024, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

First Amendment to the Agreement between the Milwaukee Metropolitan Sewerage District and the City of Franklin for Municipal Tree Planting

This First Amendment is made to the intergovernmental cooperation agreement (Agreement) between the Milwaukee Metropolitan Sewerage District (District) and the City of Franklin (City) for Municipal Tree Planting, effective as of February 28, 2024.

The District and the City amend Article 4, Term of this Agreement, to extend an additional year, as follows:

4. Term of this Agreement

This Agreement becomes effective upon its execution by both Parties and terminates on December 31, 2025.

The District and the City amend Article 5, District Responsibilities, Section A, to increase the payment by \$30,000 and separate 2024 from 2025 payment, as follows:

- A. The District will pay the City an amount not to exceed \$80,000 in total in two payments upon completion of all 2024 and 2025 City work under this Agreement for the planting of a total of at least 365 trees in Franklin as part of District project W98006P21.

The District and the City amend Article 6, City Responsibilities, Section C, to separate 2024 activity from new 2025 activity, as follows:

- C. For the street tree replacement, the City will have planted no fewer than 150 trees by its own forces or by procuring a tree planting contractor before December 31, 2024.

The District and the City amend Article 6, City Responsibilities, Subsection c, to separate invoicing for 2024 activity from new 2025 activity, as follows:

- c. The City will invoice the District once upon completion of all 2024 work required in this Section. The City will include in its invoice an itemization of trees, materials, and any contractor costs, including documentation of contractor invoices.

The District and the City amend Article 6, City Responsibilities, to add Section D, as follows:

- D. The City will have planted no fewer than 215 trees by its own forces or by procuring a tree planting contractor before the expiration of this Agreement.

a. For the Ernie Lake Park and street tree planting, the City will procure trees from the list of acceptable trees by species and materials listed in the chart below. The City will plant the individual species in the quantities listed in Ernie Lake Park (totaling 140 trees); the City may select 75 trees for street planting from the listed species according to its wishes or resident preferences. The City may propose reasonable alternatives if specified trees are unavailable. The City will procure trees and materials in at least the quantities shown below.

Item	Unit of Measurement	Quantity
Trees	each	215

Acceptable Species:		
	Speckled Alder	12
	River Birch	8
	Wisconsin Musclewood	8
	Catalpa	6
	Hackberry	8
	Silky Dogwood	12
	American Filbert	12
	American Beech	6
	Ironwood	10
	Swamp White Oak	8
	Common Witchhazel	10
	Common Ninebark	10
	Elderberry	10
	Tamarack	10
6' T-posts	each	75
Water bags	each	75
Topsoil	cubic yard	36

- b. The City may procure a contractor to install trees beyond the City's resources to plant.
- c. The City will invoice the District once upon completion of all 2025 work required in this Section. The City will include in its invoice an itemization of trees, materials, and any contractor costs, including documentation of contractor invoices.
- d. The City will execute a maintenance covenant for street trees and limited-term conservation easement for trees planted in Ernie Lake Park.

All other provisions remain in full force and effect.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY OF FRANKLIN

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

By: _____
John Nelson
Mayor

Date: _____

Date: _____

Approved as to form

City Clerk

Attorney for the District

Shirley J. Roberts

**Agreement between the Milwaukee Metropolitan Sewerage District and the City of
Franklin for Municipal Tree Planting**

1. Parties

This intergovernmental cooperation agreement (Agreement) is made between the Milwaukee Metropolitan Sewerage District (District), acting through its executive director, and the City of Franklin (City), acting through its mayor (each a Party and together the Parties). The Parties make this agreement according to Wis. Stat. § 66.0301.

2. Purpose

The purpose of this Agreement is to identify the responsibilities of the District and the City for the funding, installation, and maintenance of stormwater trees in Franklin, Wisconsin.

3. Basis for this Agreement

- A. The District is responsible for collecting and treating wastewater from local sewerage systems in the District's service area.
- B. During wet weather, stormwater enters local sewerage systems, increasing the volume of wastewater the District must convey and treat. At such times, stormwater also directly enters surface waters, carrying pollution into waterways and increasing the risk of flooding.
- C. By planting six million trees and restoring 4,000 acres of wetlands over ten years, the District's Reforestation and Wetland Restoration (RWR) Program strengthens the natural processes that support its work managing stormwater in the sewer service area and reducing the risk of flooding.
- D. Mature trees and healthy wetlands are naturally effective resources to manage stormwater and bring additional local benefits of water and air quality improvement, reduction in the urban heat island effect, and habitat restoration.
- E. Such natural flood management captures and holds stormwater where it falls, reducing the volume of stormwater in the sewerage system and the amount of pollution discharged to surface waters.
- F. The City owns and maintains public lands and right of way but has limited resources to plant and maintain trees.
- G. The District has funding available to implement natural flood management infrastructure for other governmental units, nonprofit organizations, and other property owners through its RWR Program.

4. Term of this Agreement

This Agreement becomes effective upon its execution by both Parties and terminates on December 31, 2024.

5. District Responsibilities

- A. The District will pay the City an amount not to exceed \$50,000 upon completion of all City work under this Agreement for the planting of at least 150 trees in Franklin.
- B. The District will review the City’s planting plan and consider reasonable alternatives if any acceptable tree species are unavailable.
- C. The District will communicate with the City through the contact person identified in section 7 of this Agreement.
- D. The District will draft and execute a 10-year maintenance covenant.

6. City Responsibilities

- A. The City will create a planting plan for new tree installations including locations and tree species and provide the plan to the District.
- B. The City will communicate with the District through the contact person identified in section 7 of this Agreement.
- C. The City will have planted no fewer than 150 trees by its own forces or by procuring a tree planting contractor before the expiration of this Agreement.
 - a. The City will procure trees from the list of acceptable tree species and materials listed in the chart below. The City may propose reasonable alternatives if specified trees are unavailable. The City will procure trees and materials in at least the quantities shown below.

Item	Unit of Measurement	Quantity
2" balled-in-burlap trees	each	150
Acceptable Species: Hackberry (<i>Celtis occidentalis</i>) Turkish Filbert (<i>Corylus colurna</i>) Ginko (<i>Ginko biloba</i>) Honey Locust (<i>Gleditsia tricanthos</i>) Kentucky Coffeetree (<i>Gymnocladus dioica</i>) Swamp White Oak (<i>Quercus bicolor</i>) Linden (<i>Tilia americana</i>) Hybrid Elms (<i>Ulmus spp.</i>) Tulip Tree (<i>Liriodendron tulipifera</i>) Tupelo (<i>Nyssa sylvatica</i>) Ohio Buckeye (<i>Aesculus glabra</i>) Bald Cypress (<i>Taxodium distichum</i>) Ironwood (<i>Ostrya virginiana</i>)		
Water bags	each	150
6' T-posts	each	300
3,000' roll of strapping	each	1
Topsoil	cubic yard	50

- b. The City may procure a contractor to install trees beyond the City's resources to plant.
- c. The City will invoice the District once upon completion of all work under this Agreement. The City will include in its invoice an itemization of trees, materials, and any contractor costs, including documentation of contractor invoices.
- d. The City will execute a maintenance covenant and maintain the trees planted pursuant to this Agreement through its ordinary municipal procedures.

7. Contact Persons

A. For the District, the contact person is:

Jamie Ferschinger, Senior Project Planner
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204
(414) 225-2052
jferschinger@mmsd.com

B. For the City, the contact person is:

Tom Riha, City Forester
City of Franklin Department of Public Works
7979 West Ryan Road
Franklin, Wisconsin 53132
(414) 425-2592
triha@franklinwi.gov

8. Modifying this Agreement

Any modification to this Agreement will be in writing and signed by the District and the City.

9. Terminating this Agreement

Either Party may terminate this Agreement at any time by providing written notice to the other Party indicating the effective date of the termination and the reasons for the termination. If the City terminates this Agreement, the District will only pay the City for trees planted and materials and contractor time expended pursuant to this Agreement up to the date of termination. If the District terminates this Agreement, the District will pay the City for trees purchased and materials and contractor time expended, provided that the trees purchased are planted using those materials and contractor time before they perish.

10. Severability

If a court of competent jurisdiction holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in effect.

11. Conflicts of Interest

No officer, employee, or agent of the District or the City who has any responsibility for implementing this Agreement may have any interest in any consultant, contractor, or vendor providing services to the City for the installation of RWR Program trees.

12. Governing Law

Disputes arising under or relating to this Agreement will be governed by Wisconsin law.

13. Resolving Disputes

If a dispute arises under this Agreement, then the Parties will first try to resolve the dispute with the help of a mutually acceptable mediator in Milwaukee County. The Parties will equally share the costs and fees associated with the mediation, except that each Party will pay its own attorney fees. If the dispute is not resolved within 30 days after a mediation session, then either party may take the matter to court.

14. Liability

The District and the City will be liable for their own negligent acts, errors, and omissions. If litigation requires one Party to respond for the acts, errors, or omissions of the other Party, then the District and the City will hold each other harmless for any losses, damages, costs, or expenses, including but not limited to reasonable attorney fees and litigation expenses. Nothing in this Agreement is a waiver of any otherwise applicable immunity, limited immunity, or limitation on liability under Wisconsin law.

15. Independence of the Parties

This Agreement does not create a partnership, and neither Party may enter into contracts on behalf of the other Party.


16. Signature Authority

The persons signing this Agreement certify that they have authority from the entity they represent to execute this Agreement.

SIGNATURES ON NEXT PAGE

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY OF FRANKLIN

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

By: 
John Nelson
Mayor

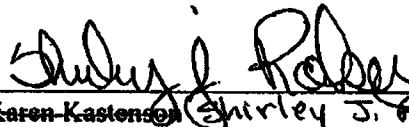
Date: 2/28/24

Date: 1-17-24

Approved as to form

City Clerk


Attorney for the District


~~Karen Kastense~~ Shirley J. Roberts

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/17/2024
Reports and Recommendations	Motion to approve the Director of Health and Human Services to execute the M³ Consulting LLC Volition Franklin Contract.	ITEM NUMBER M. 7.

Background: Volition Franklin in partnership with the Franklin Health Department works to empower youth to make healthy decisions, especially related to alcohol, tobacco and other drugs. In support of its mission, Volition Franklin seeks out education and resources opportunities for youth and adults locally.

Analysis: M³ Consulting LLC is led by a Certified Prevention Specialist and trainer with over 20 years of experience working in community engagement and coalition building. With knowledge and experience working with DFC Coalitions, M³ Consulting LLC has developed a uniquely crafted training to share with Volition Franklin and community members. M³ Consulting LLC will conduct a community scan of substance/drug trends based on product, placement, price, and promotion in and around Franklin. Findings of this scan will then be provided in a 3-hour drug trends training with resources, education, and simple strategies on how to create a safer environment for youth in Franklin.

The contract agreement has been reviewed by the City attorney and approved for signature pending Council approval.

Fiscal Note: The contract total of \$4,000.00 will be paid by a current Drug Free Communities Grant. There is no additional fiscal impact to the City of Franklin for these expenses.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to approve the execution of the M3 Consulting LLC Volition Franklin Contract.



SERVICES AGREEMENT

Volition Franklin (Organization Name) and Melissa Moore, with M³ Consulting LLC, agree to the following:

SERVICES PROVIDED: Melissa Moore, with M³ Consulting LLC, will provide Old Drugs, New Threats™ Presentation, with Community Scan (Service Description) as laid out in detail below for Volition Franklin (Organization Name) on or by September 12, 2024 (Date).

Agreement deliverables include:

- Delivery of a 2.5-3 hour drug trends presentation for Volition Franklin and community partners.
- Conduct community scan based on 4Ps of marketing in and around Franklin.
- Participate in planning discussions with leadership.
- Session can be recorded and/or streamed.
- Templates for promotion can be requested.

ALLOCATION OF FUNDS: For services requested above, a total all-inclusive fee not to exceed \$4000 will be paid to M³ Consulting LLC. A deposit of \$0 is requested to confirm booking (but not required), with the remainder to be paid within 30 days of the service completed. *Please note, accounts that are overdue 45 days or more (since service is rendered) will be subject to a late fee of \$75 or 2% of balance due, whichever is greater.*

TRAVEL ARRANGEMENTS: All travel will be made by Melissa Moore.

CANCELLATION POLICY: Cancellation of the agreement by Melissa Moore, M³ Consulting LLC, will result in the return of the deposit (if applicable) to Volition Franklin (Organization Name). Unless otherwise specified, if Volition Franklin (Organization Name) cancels, and does not reschedule, before 8/12/2024 (Date), \$2000 will still be due to M³ Consulting LLC. If Volition Franklin (Organization Name) cancels on or after 9/1/2024 (Date), and does not reschedule, \$3500 will still be due to M³ Consulting LLC.

FORCE MAJEURE: The performance of this Contract by either party is subject to any emergency making it illegal or impossible to provide the facilities or to hold the meeting, including, without limitation, acts of God, war, government regulations, disaster, strikes or

threat of strikes {except that neither party may terminate this Contract for situations involving that party's own employees), civil disorder, or curtailment of transportation facilities. This Contract may be terminated without liability for any of the above reasons by written notice from one party to the other within 10 days of such occurrence or receipt of notice of any of the above occurrences.

INDEMINIFICATION: By entering into this agreement, Volition Franklin (Organization Name) agrees not to hold M³ Consulting LLC responsible for any indirect, consequential, exemplary, special, or incidental damages that may arise from performing services under this agreement.

Click or tap here to enter text. (Printed Name) Click or tap here to enter text. (Title)
Click or tap here to enter text. (Signature) Click or tap here to enter text. (Date)
Click or tap here to enter text. (Organization Name)
Click or tap here to enter text. (Contact Information)

Melissa Moore (Printed Name)

Owner & Trainer (Title)

Melissa Moore (Signature)

Click or tap here to enter text. (Date)

M³ Consulting LLC (Organization Name)

Payment Information

Contact Name: Melissa Moore, Owner & Trainer

Contact Business: M³ Consulting LLC

Mailing Address: W7216 County Road M Medford WI 54451

Contact Phone: 715-216-0721

Contact Email: m3consultingllcwi@gmail.com

EIN: 37-2016828

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/17/2024
Reports and Recommendations	Motion to approve the Director of Health and Human Services to accept the updated 2024 Division of Public Health Consolidated Contract.	ITEM NUMBER D. 8.
<p>Background: In November of 2022, council approved the Franklin Health Department (FHD) Director of Health and Human services to accept the Qualitative Data for Capacity Building and Alignment grant agreement. The project period had been extended from an original ending date of May 31, 2024 to an end date of May 31, 2025. Additionally, this Consolidated Contract includes an increase in funding award amount for the Franklin Health Department Immunization grant for 2024. The Immunization Grant supports the Franklin Health Department’s immunization program and services. DHS has requested updated signatures on modified contracts.</p> <ul style="list-style-type: none"> • Qualitative Data: \$11,710 • Immunization: \$1,125 <p>The updated contract has been reviewed by the City attorney and approved for signature pending Council approval.</p> <p>Fiscal Note: The grant funds above directly support programs and services for Franklin residents.</p> <p style="text-align: center;"><u>COUNCIL ACTION REQUESTED</u></p> <p>The Director of Health and Human Services requests a motion to approve the acceptance of the updated 2024 Division of Public Health Consolidated Contract to continue funding health department grants.</p>		

Health Department: LG

Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: **435100-G24-DPHCC24-26 M3**

Bureau of Procurement and Contracting (BPC) Review:

- This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language.
- This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

- This agreement does not use a BPC template with Office of Legal Counsel (OLC) approved language or uses a BPC template with requested language changes.

Description:

N/A

Office of Legal Counsel (OLC) Review and Approval:

- This agreement has been reviewed for form and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

DocuSigned by:

Cody Wagner

Name: Cody Wagner

Title: Office of Legal Counsel

8/8/2024

Date Signed



GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
Franklin HD
for
2024 DPH LPHD Consolidated Contract

DHS Grant Agreement No.: 435100-G24-DPHCC24-26 M3
DPH Contract No.: 62118-3
Agreement Amount: \$21,093
Agreement Term Period: 10/1/2023 to 9/30/2025
GEARS Pre-Packet No: 27134, 27174

DHS Division: Division of Public Health
DHS Grant Administrator: Anna Benton
DHS Email: DHSGACMail@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Lauren Gottlieb
Grantee Address: 9229 W LOOMIS RD, FRANKLIN,
WI, 531329728
Grantee Email: LLube@franklinwi.gov

Modification Description: We are adding funding for the Immunization Hepatitis B Program (Profile 155020) and the Qualitative Data for Capacity Building and Alignment Program (Profile 155815) and the. Please see attached scope(s) of work. Final reports are due 45 days from the end of the designated contract period for any included profiles.

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin
Department of Health Services

Grantee
Entity Name: _____

Authorized Representative

Authorized Representative

Name: _____

Name: Lauren Gottlieb

Title: _____

Title: Director of Health and Human Services

Signature: _____

Signature: _____

Date: _____

Date: _____

CIVIL RIGHTS COMPLIANCE ATTACHMENT

The Wisconsin Department of Health Services and Grantee agree to the below change to the agreement. The below enumerated agreement revision is hereby incorporated by reference into the agreement and is enforceable as if restated therein in its entirety.

Section 10 of the Agreement (“CIVIL RIGHTS COMPLIANCE”) is hereby amended by inserting the following:

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Sub-contractor or any other entity with which the Grantee arranges to carry out its programs and activities.

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

GEARS PAYMENT INFORMATION

DHS GEARS STAFF INTERNAL USE ONLY
GEARS PAYMENT INFORMATION

The information below is used by the DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement.

GEARS Contract year: 2024

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472787	Franklin HD	60	1/1/2024	12/31/2024	\$9,383

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155020	CONS CONTRACTS IMM		\$8,258	\$1,125	\$9,383	N/A
					\$9,383	

DHS GEARS STAFF INTERNAL USE ONLY
GEARS PAYMENT INFORMATION

The information below is used by the DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement.

GEARS Contract year: 2025

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472787	Franklin HD	60	6/1/2024	5/31/2025	\$11,710

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155815	Qualitative Data Grant		-	\$11,710	\$11,710	N/A
					\$11,710	

GEARS FEDERAL AWARD INFORMATION

DHS Profile Number	155020	155815
FAIN	NH23IP22611	NH75OT000039
Federal Award Date	8/31/2024	1/18/2024
Sub-award period of Performance Start Date	1/1/2024	6/1/2024
Sub-award period of Performance End Date	12/31/2024	5/31/2025
Amount of Federal Funds obligated (committed) by this action	\$1,125	\$11,710
Total Amount of Federal Funds obligated (committed)	\$9,383	\$11,710
Federal Award Project Description	Immunization Cooperative Agreements	CDC-RFA-OT21-2103 - National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities
Federal Awarding Agency Name (Department)	Department of Health Services	US Department of Health and Human Services
DHS Awarding Official Name	Debra K. Standridge	Debra K. Standridge
DHS Awarding Official Contact Information	608-266-9622	608-266-9622
Assistance Listing (formerly CFDA) Number	93.268	93.391
Assistance Listing (formerly CFDA) Name	Immunization Cooperative Agreements	Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises
Total made available under each Federal award at the time of disbursement	\$161,983,317	\$27,184,789
R&D?	No	No
Indirect Cost Rate	7.5%	7.9%

Statement of Work

Qualitative Data for Capacity Building and Alignment

Purpose:

The Wisconsin Department of Health Services (DHS) has made available the “Qualitative Data for Capacity Building and Alignment” grant opportunity (herein referred to as “QualData Grant”) to Local and Tribal Health Departments (LTHDs) to build qualitative data capacity across the public health system and to better understand the impact of the Covid-19 pandemic towards health outcomes and to develop plans that will address inequities.

This opportunity aims to engage LTHD’s in an authentic way with community members or organizations representing underserved communities to collectively search of ideas and strategies to address barriers to health improvement. In addition, this opportunity is intended to help strengthen LTHD’s and the Wisconsin public health system capacity by offering and/or providing technical assistance, resources and techniques for qualitative data collection and analysis.

The overall goal of this opportunity is to build qualitative data, community input seeking capacity and sustainability across the Wisconsin Public Health system. Moreover, this opportunity looks to align decision making processes that will support and improve health outcomes for communities experiencing the disproportionate impact of health inequities. What that means is each level is working towards similar goals to advance the mission and vision of improving health. When information and efforts are shared between the state, local public health and community-based organizations, process can be adapted and aligned with others more efficiently and effectively to improve and unify decision making at all levels. As a result, support and resources can be better utilized and distributed, which will aid in reducing barriers, increasing resources and improve health outcome for marginalized communities.

Finally, subcontracting with third-party organizations who can do the actual community outreach, data collection or analysis is allowed under this grant and, as part of the TA, DHS can help connect grantees with such organizations. This may be particularly helpful beneficial in areas where the recipient LTHD feels that trust-building and authenticity may be best served by subcontracting to a community partner or other third party.

Opportunities that exist for grantees and what Wisconsin DHS is aiming to achieve

- a) Advance partnerships and healing with community organizations with the purpose of elevating marginalized community voices in decision making processes and public health planning.
- b) Increase LTHD capacity on qualitative data collection and outreach locally and across the Public Health system, to engage with community members and partners and to collect and use qualitative data in decision making.
- c) Develop technical skills in qualitative data collection and analysis.
- d) Partner with community organizations to support activities aimed at removing barriers and increasing health equity.
- e) Learn from Wisconsin marginalized communities on what are or were the impacts of the COVID-19 pandemic to ensure planning objectives, program improvement and priority setting aimed at equitable outcomes

- f) Better understand the root barriers that public health should work toward addressing and generate ideas that would help communities heal.
- g) Understand how communities' priorities and needs may have shifted and what caused the shift.

Funding Information

A maximum of \$1,000,000 has been allocated to the QualData Grant funding opportunity. All LTHD applicants who apply will be awarded some amount of grant funding, provided that their proposal meets all requirements. The award noticed received by each grantee is confirmation that the submission of their application along with budget has been approved under this grant. By accepting the awarded amount, each grantee has agreed to work within the framework of the budget that was submitted along with their grant application. Should grantee need to make changes to their budget, they need to let DHS know ahead of time.

Allowable Use of Funds

A key focus for this funding opportunity should be aimed toward projects or opportunities that strive to understand and capture the voices of marginalized communities. Primarily to identify barriers that exist, plans to remove barriers and ideas on how the system can advance health equity and lessen the impact that the COVID-19 pandemic had towards health disparities in the community. Collaboration with community organizations and other LTHDs is highly encouraged, and DHS is prepared to offer additional support. **Note:** New activities are **NOT** allowed under this current funding period (June 1, 2024 – May 31, 2025) per CDC No Cost Extension guidance.

Examples of potential projects of this funding include:

- Community conversations, focus groups or key informant interviews
- Training around qualitative data collection and analysis
- Community outreach with marginalized voices and building relationships
- Data collection and analysis
- Subcontracting with local organizations/partners to do the facilitation

Examples of Allowable Expenses

- Personnel (salary/wages, fringe benefits)
- Necessary travel for purposes of grant activities
- Supplies (e.g., office supplies, technology under \$5,000, community outreach materials)
- Contractual costs (contract staff, grassroots awareness campaigns)
- Training and professional development of staff
- Indirect expenses benefitting multiple projects/activities
 - Indirect rates equal to that approved by recipients' cognizant agency may be used. Lacking a current, approved Indirect Rate Agreement, the rate used must be no more than 10% of total proposed project budget.
- Translation and production/printing services
- Reasonable program purposes, including personnel, travel, supplies, and services
- Incentives: Grantees must submit an incentive proposal form to DHS for approval. All incentive requests require prior approval from the CDC. Refer to General CDC Guidance for Use of Federal Funds to Provide Incentives to Support COVID-19 Updated

Examples of Unallowable Expenses - major categories

- Reimbursement of pre-award costs incurred before April 2022
- Research
- Clinical care
- Purchase of furniture or equipment, capital costs, or leases
- Lobbying (specifically: Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body; or salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body).
- Purchase and offering of cash; lottery tickets or games of chance; alcohol; drugs; entertainment expenses; food; commemorative or promotional items; and gift cards that may appear to endorse a vendor.

Reporting

The grant and reporting period spans from **June 1, 2024 – May 31, 2025**. During this period, grantees are required to submit a total of four quarterly progress reports. The reports should include all relevant information regarding the project objectives and activities and any other information the grantee would like to share. In addition to the quarterly reports, grantees are also required to submit a Final Summary Report that summarizes the overall work, success stories, and lessons learned (including ideas that will help reduce health disparities and improve health outcomes). If a grantee completes their project before May 31, 2025, it is understood that they may submit fewer than the required four quarterly reports however, it will still be required that the grantee submits their Final Summary Report and final incentive tracking form.

Note

Wisconsin DHS highly encourage grantees to share their data collection with DHS, although it is not required. Aligning decision making process is very important because it supports state and local initiatives for cohesive planning and action. Therefore, by sharing the data, DHS will have the opportunity to increase their understanding of issues and needs across the state. That will allow for better positioning to provide the appropriate support and resources to recipients of the grant.

Fiscal

The current scope of work spans from June 1, 2024, through May 31, 2025, due to the approval of NCE. Grantees should submit eligible expenses monthly on CARS profile 155815 to DHS600RCars@dhs.wisconsin.gov with a copy to renold.jeanlouis@dhs.wisconsin.gov. Final expenses should be submitted 45 days after May 31, 2025. Subgrantees should keep detailed record of their expenses for possible future auditing and report requests. The actual costs must meet the Department's Allowable Cost Policy Manual and the federal allowable cost policies that are incurred by the QualData grant within the grant period to provide services under this scope.

Grantee Acknowledgement and Disclaimer Requirements

All grantees will be required to include the following acknowledgement and disclaimer language. This expectation will be included in all *Prevention and Recovery from COVID-19 and Beyond* grant agreements.

Acknowledgement of funding source:

This “Qualitative Data for Capacity Building and Alignment” grant is supported by funds made available from the Centers for Disease Control and Prevention, Center for State, Tribal, Local and Territorial Support, under CDC-RFA-OT21-2103: National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities.

DEPARTMENT OF HEALTH SERVICES
 Division of Enterprise Services
 F-01788 (03/2022)

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SIGNATURE – Official Authorized to Sign Application	Date Signed
For <i>(Name of Vendor)</i>	Unique Entity Identifier (UEI), <i>if applicable</i>

INTERNAL USE ONLY	
Contract #:	
Contract Description:	
The Office/Division of _____ has searched the above named Vendor against the System for Award Management system (SAM) and has confirmed as of Date _____ the Vendor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government	
SIGNATURE – Contract Administrator	Date Signed

Certificate Of Completion

Envelope Id E13EDDAB11134FBFA5C475A1EF5B22E3
Subject: 155815 - Franklin HD - 2024 DPH Consolidated Contract - 435100-G24-DPHCC24-26 M3
Source Envelope
Document Pages 10 Signatures 1
Certificate Pages 5 Initials 0
AutoNav Enabled
EnvelopeId Stamping Enabled
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Yvette Smith
1 West Wilson St.
Madison, WI 53703
yvettea.smith@dhs.wisconsin.gov
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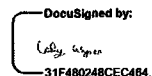
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Signer Events

Cody Wagner
CodyW.Wagner@dhs.wisconsin.gov
Office of Legal Counsel
Wisconsin Department of Health Services
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Lauren Gottlieb
LLube@franklinwi.gov
Director of Health and Human Services
Security Level Email, Account Authentication
(None)

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Anna Benton
anna.benton@dhs.wisconsin.gov
Security Level Email, Account Authentication
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events

DPH Contracts
DHSDPHContracts@dhs.wisconsin.gov
DPH Contracts Shared Account
Wisconsin Department of Health Services
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Wisconsin Department of Health Services
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Status

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Health Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: DHSCentral@dhs.wisconsin.gov

To advise Wisconsin Department of Health Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DHSCentral@dhs.wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Health Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DHSCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Health Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to DHSCContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 9/17/2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Presentation of the Mayor's 2025 Recommended Budget</p>	<p style="text-align: center;">ITEM NUMBER A. 9.</p>

The Mayor's 2025 Recommended Budget will be presented to the Common Council on September 17, 2024. The Director of Administration, along with the Director of Finance and Treasurer, will provide a broad overview of the budget and highlight significant initiatives. This will include a brief PowerPoint presentation outlining the budget and reviewing the timetable for Council consideration on November 12, 2024.

As required by Section 13-2, "Preparation of Budget" of the City of Franklin Municipal Code, the Mayor's 2025 Recommended Budget will be submitted to the Finance Committee for review. The Finance Committee will evaluate the Recommended Budget and submit any proposed changes to the Common Council at a special meeting on October 15, 2024.

The Finance Committee will review the Mayor's Recommended Budget during the following meetings, all starting at 5 PM:

- Tuesday, September 24th
- Thursday, September 26th
- Monday, October 7th
- Wednesday, October 9th

Following these presentations, the Finance Committee and/or Common Council may request additional materials or information for the October 15, 2024, Special Common Council Meeting, where the Council will discuss and decide on the Finance Committee's recommendations and any initial changes to the budget.

A copy of the Mayor's 2025 Recommended Budget document will be provided at the Council meeting on September 17, 2024.

COUNCIL ACTION REQUESTED

Motion to forward the Mayor's 2025 Recommended Budget to the Finance Committee for review and to submit its recommended changes to the Common Council at the special meeting on October 15, 2024. Additionally, provide any necessary direction to staff regarding additional materials or information for the October 15, 2024, Special Common Council Meeting budget discussions.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE September 17, 2024
REPORTS & RECOMMENDATIONS	A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #792-9995-001	ITEM NUMBER 25.10.

BACKGROUND

Per Wisconsin State Statutes, the removal of property taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission/refund is appropriate and necessary. There is currently one property that was incorrectly assessed for the 2023 tax year. Due to a palpable error, the value has been reduced to \$0.

ANALYSIS

Parcel: 792-9995-001
 Owner: Creative Homes, Inc.
 Address: 7832 Drexel Ave W.

Per the City's Assessor, the assessment on this parcel included real property which did not exist on the date under S. 70.10 for making the assessment. This parcel was split into three parcels for tax year 2023. This parcel should have been removed from the roll accordingly. However, this parcel was not deleted so all split parcels were assessed in 2023.

FISCAL NOTE

The impact of the above rescission/refund is likely a bad debt expense for the City in the amount of \$408.38. There is a formal process that allows the City to notify the Department of Revenue (DOR) of rescissions in October of each year, and, as long as the total of all rescissions, for the tax year, for the City of Franklin, meet the statutory dollar threshold, \$250 or more per any single property, the chargeback will be authorized, and the other taxing entities will be responsible for their share. Staff will complete the statutory submittal and make the request to be reimbursed by the other taxing entities for their prorated shares totaling approximately \$1,383.95.

RECOMMENDATION

Staff recommends that Council authorize this resolution to partially rescind and refund the above noted taxes as outlined.

COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2024-_____, A Resolution Approving a Partial Property Tax Rescission and Refund for Parcel #792-9995-001; and direct staff to file the chargeback request with the DOR to seek compensation from the other taxing authorities.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024-_____

RESOLUTION APPROVING A PARTIAL PROPERTY TAX RESCISSION AND REFUND FOR PARCEL #747-9979-002

WHEREAS, the following property taxes were assessed improperly, per Wisconsin State Statutes 74.33 (1) (b), which states that the assessment included real property improvements that did not exist on the assessment date, and a partial rescission and refund of the tax due is appropriate:

Creative Homes, Inc. 7832 Drexel Ave. W Franklin, WI 53132 (Parcel #792-9995-001)	\$1,792.33
--	------------

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that the proper City Officials are hereby authorized and directed to rescind and refund the sum of \$1,792.33; and

BE IT FURTHER RESOLVED, that the proper City Officials authorized and directed to seek compensation from the other taxing authorities, if applicable, per Wisconsin State Statutes 74.41.

Funds for this purpose are appropriated from the following Account Numbers.

<i>01-0000-1415</i>	<i>Milwaukee County</i>	<i>\$339.90</i>
<i>01-0198-5543</i>	<i>City of Franklin</i>	<i>\$408.38</i>
<i>01-0000-1412</i>	<i>MATC</i>	<i>\$86.82</i>
<i>01-0000-1411</i>	<i>Franklin School District</i>	<i>\$823.96</i>
<i>01-0000-1413</i>	<i>MMSD</i>	<i>\$133.27</i>

Resolution introduced at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2024.

Passed at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2024.

APPROVED:

John R Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES ____ NOES ____ ABSENT ____

Name	Creative Homes, Inc.		
Parcel ID	792-9995-001 equated		
Assessed Value -	Original	\$110,800	
Assessed Value -	Revised	\$0	
Payments Due		-110,800	
Lottery Credit		0 00	0.00
1/31		896.17	896.17
3/31		448.08	448.08
5/31		448.08	448.08
		<u>1,792.33</u>	<u>1,792.33</u>

		2023	Original	Adjusted	Difference	GL Entry
	GL A/R Acct	Rate	Amount	Amount		State
						Report
						Difference
State Tax		0.0000000	0.00	0.00	0.00	0.00
Milwaukee County	01 0000 1415	3.3711542	373.52	0.00	373.52	339.90
Sales Tax Credit		0.0000000	0.00	0.00	0.00	
City of Franklin	01 0198 5543	4.0502260	448.77	0.00	448.77	408.38
MATC (VTAE)	01 0000 1412	0.8611245	95.41	0.00	95.41	86.82
1 Franklin Schools	01 0000 1411	8.1719422	905.45	0.00	905.45	823.96
State School Levy credit		-1.5999288	-177.27	0.00	-177.27	
1 MMSD	01 0000 1413	1.3217058	146.45	0.00	146.45	133.27
		<u>16 1762239</u>	<u>1,792.33</u>	<u>0.00</u>	<u>1,792.33</u>	<u>1,792.33</u>

Milwaukee County is entitled to the Sales tax credit

The School levy credit is proportioned among all taxing districts

The State when calculating the amounts will calculate the TIF impact and include that with the City total

Franklin Schools	01 0000 1411	8.1719422
Oak Creek/Franklin School:	01 0000 1418	8.2508137
Whitnall Schools	01 0000 1419	7.4508424
No Sewer		0.0000000

TOTAL

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE September 17, 2024
REPORTS AND RECOMMENDATIONS	A Resolution Authorizing Certain Officials to Execute an Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp and an Escrow and Account Control Agreement with Banc of America Public Capital Corp and BOKF, NA, in Furtherance of the Master Energy Services Agreement and the Performance Contract Previously Entered Into with Johnson Controls, Inc., to Implement Energy Efficiency, Safety, Security and Renewable Energy Measures at Various City Buildings and Infrastructure	ITEM NUMBER H. 11.
<p>Annexed hereto is a copy of the above-entitled Resolution, and draft copies of the Equipment Lease/Purchase Agreement and the Escrow and Account Control Agreement. As set forth in the Resolution, these agreements are in furtherance of the Master Energy Services Agreement and the Performance Contract previously entered into by the City with Johnson Controls, Inc.</p>		
<p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt A Resolution Authorizing Certain Officials to Execute an Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp and an Escrow and Account Control Agreement with Banc of America Public Capital Corp and BOKF, NA, in Furtherance of the Master Energy Services Agreement and the Performance Contract Previously Entered Into with Johnson Controls, Inc., to Implement Energy Efficiency, Safety, Security and Renewable Energy Measures at Various City Buildings and Infrastructure.</p>		

RESOLUTION NO. 2024-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN EQUIPMENT LEASE/PURCHASE AGREEMENT WITH BANC OF AMERICA PUBLIC CAPITAL CORP AND AN ESCROW AND ACCOUNT CONTROL AGREEMENT WITH BANC OF AMERICA PUBLIC CAPITAL CORP AND BOKF, NA, IN FURTHERANCE OF THE MASTER ENERGY SERVICES AGREEMENT AND THE PERFORMANCE CONTRACT PREVIOUSLY ENTERED INTO WITH JOHNSON CONTROLS, INC., TO IMPLEMENT ENERGY EFFICIENCY, SAFETY, SECURITY AND RENEWABLE ENERGY MEASURES AT VARIOUS CITY BUILDINGS AND INFRASTRUCTURE

WHEREAS, the Common Council previously sought to create and now is working to continue a Comprehensive Efficiency Program to benefit the City’s municipal buildings and infrastructure and create cost-saving efficiencies and safe and secure facilities; and

WHEREAS, the Common Council adopted Resolution No. 2024-8133 on April 3, 2024, approving a Master Energy Services Agreement with Johnson Controls, Inc., to create and commence the Program, which Agreement provides for a number of further actions and activities to occur in the furtherance and operation of the Program, including a Performance Contract which was approved by the Common Council at its meeting on July 16, 2024 pursuant to adopted Resolution No. 2024-8186, which provides for improvements and positive additions to City facilities, including, but not limited to, facilities lighting, boiler replacement, installation of new solar photovoltaic systems, water heater replacement, furnace replacement, air cooled condensing unit replacement, City Hall interior remodel, and replacement of fixtures to provide for water conservation; and

WHEREAS, in furtherance of the aforesaid agreements, the City has been provided with an Equipment Lease/Purchase Agreement and an Escrow and Account Control Agreement to provide for the acquisition by the City of the improvements to effectuate the Comprehensive Efficiency Program, and the funding therefore; and

WHEREAS, the Department of Administration and the Department of Finance and Treasury have reviewed and conferred with City staff regarding the provision of the subject improvements in furtherance and operation of the Program and recommend the approval of the Equipment Lease/Purchase Agreement and the Escrow and Account Control Agreement, subject to changes approved by their Departments; and

WHEREAS, the Common Council having reviewed the Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp and the Escrow and Account Control Agreement with Banc of America Public Capital Corp and BOKF, NA, and having determined same to be reasonable and in the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp and the Escrow and Account Control Agreement with Banc of America Public Capital Corp and BOKF, NA, in the form and content as annexed hereto, subject to changes approved by the Director of Administration, Director of Finance and Treasurer and the City Attorney, be and the same are hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, City Clerk and Director of Finance and Treasurer be and the same are hereby authorized to execute and deliver such agreements.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

ATTEST:

John R. Nelson, Mayor

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

**EQUIPMENT LEASE/PURCHASE AGREEMENT
(Escrow Account)**

jw redraft 9/12/24

This Equipment Lease/Purchase Agreement (this “*Agreement*”) dated as of September 30, 2024, and entered into by and between Banc of America Public Capital Corp, a Kansas corporation (together with its successors, assigns and transferees, and as more particularly defined herein, “*Lessor*”), and City of Franklin, a city existing under the laws of the State of Wisconsin (“*Lessee*”).

WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment (as such term is defined herein), subject to the terms and conditions hereof; and

WHEREAS, Lessee is authorized under the constitution and laws of the State (as such term is defined herein) to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“*Acquisition Amount*” means \$2,129,586. The Acquisition Amount is the amount represented by Lessee to be sufficient, together with other funds of Lessee (if any) that are legally available for the purpose of acquiring and installing the Equipment.

“*Acquisition Period*” means the period ending five (5) business days prior to March 31, 2026.

“*Agreement*” means this Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to this Agreement pursuant to Section 13.04.

“*Casualty Value*” means the amount that is shown for each Rental Payment Date under the column titled “Casualty Value” on the Payment Schedule.

“*Code*” means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code herein shall be deemed to include the relevant United States Treasury Regulations proposed or in effect thereunder.

“*Collateral*” has the meaning set forth in Section 6.02.

“Commencement Date” means the date when Lessee’s obligation to pay rent commences hereunder, which shall be the date on which the Acquisition Amount is deposited with Escrow Agent.

“Contract Rate” means the rate identified as such in the Payment Schedule.

“Disbursement Request” means the disbursement request attached to the Escrow Agreement as Schedule 1 and made a part thereof.

“Equipment” means the equipment, fixtures and other goods and property listed in the Equipment Schedule, together with all replacements, repairs, restorations, modifications and improvements thereof or thereto and all accessories, equipment, parts and appurtenances appertaining or attached to any of the Equipment, and all substitutions, renewals, or replacements of and additions, improvements, accessions and accumulations to any and all of such Equipment, made pursuant to Article V or Section 8.01. Whenever reference is made in this Agreement to Equipment, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements thereof or thereto and all accessories, equipment, parts and appurtenances appertaining or attached to any of the Equipment, and all substitutions, renewals, or replacements of and additions, improvements, accessions and accumulations to any and all of such Equipment.

“Equipment Costs” means the total cost of the Equipment, including related soft costs such as freight, installation and taxes and other capitalizable costs, and other costs incurred in connection with the acquisition, installation and/or financing of the Equipment.

“Equipment Schedule” means the Equipment Schedule attached hereto as *Exhibit A* and made a part hereof.

“Escrow Account” means the account established and held by Escrow Agent pursuant to the Escrow Agreement.

“Escrow Agent” means Escrow Agent identified in the Escrow Agreement, and its successors and assigns.

“Escrow Agreement” means the Escrow and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and Escrow Agent, pursuant to which the Escrow Account is established and administered.

“Event of Default” means an Event of Default described in Section 12.01.

“Event of Non-appropriation” means the failure of Lessee’s governing body to appropriate or otherwise make available funds to pay Rental Payments under this Agreement following the Original Term or then current Renewal Term sufficient for the continued performance of this Agreement by Lessee.

“Lease Term” means the Original Term and all Renewal Terms, with a final Renewal Term ending on _____.

“*Lessee*” means the entity referred to as Lessee in the first paragraph of this Agreement.

“*Lessor*” means (a) the entity referred to as Lessor in the first paragraph of this Agreement and its successors or (b) any assignee or transferee pursuant to Section 11.01 of any right, title or interest of Lessor in and to this Agreement, including the Equipment, the Rental Payments and other amounts due hereunder, the Escrow Agreement and Escrow Account and other Collateral, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder.

“*Lien*” means any lien (statutory or otherwise), security interest, mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, encumbrance, preference, priority or other security or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction.

“*Material Adverse Change*” means any change in Lessee’s creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee’s ability to perform its obligations under this Agreement.

“*Original Term*” means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at such Commencement Date.

“*Outstanding Balance*” means the amount that is shown for each Rental Payment Date under the column titled “Outstanding Balance” on the Payment Schedule.

“*Payment Schedule*” means the Payment Schedule attached hereto as *Exhibit B* and made a part hereof.

“*Prepayment Price*” means the amount that is shown for each Rental Payment Date under the column titled “Prepayment Price” on the Payment Schedule.

“*Principal Portion*” means the amount that is shown for each Rental Payment Date under the column titled “Principal Portion” on the Payment Schedule.

“*Related Documents*” means this Agreement and the Escrow Agreement, each as may be amended and supplemented.

“*Renewal Terms*” means the consecutive renewal terms of this Agreement, the first of which commences immediately after the end of the Original Term and each having a duration and a term coextensive with each successive fiscal year of Lessee; *provided* that the final such Renewal Term shall commence on the first day of the last such fiscal year and end on the first business day after the last scheduled Rental Payment Date.

“*Rental Payment Date*” means each date on which Lessee is required to make a Rental Payment under this Agreement as specified in the Payment Schedule.

“*Rental Payments*” means the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay such principal component and interest thereon at the applicable Contract Rate (or Taxable Rate if then in effect).

“*SEC*” means the U.S. Securities and Exchange Commission.

“*State*” means the State of Wisconsin.

“*Taxable Rate*” means, for each day that the interest component of Rental Payments is taxable for Federal income tax purposes, an interest rate equal to the Contract Rate plus a rate sufficient such that the total interest to be paid on any Rental Payment Date would, after such interest was reduced by the amount of any Federal, state or local income tax (including any interest, penalties or additions to tax) actually imposed thereon, equal the amount of interest otherwise due to Lessor.

“*Vendor*” means Johnson Controls, Inc., which provides the manufacturer, installer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer, installer or supplier, with whom Lessee has entered into a Performance Contract dated _____, in part which provides for the entry into this Agreement by Lessee, and with whom Lessee arranged Lessee’s acquisition, installation, maintenance and/or servicing of the Equipment.

“*Vendor Agreement*” means any contract entered into by Lessee and Vendor or any other person or entity as directed by the Vendor and agreed to by Lessee for the acquisition, installation, maintenance and/or servicing of the Equipment, other than those contracts entered into between Lessee and Vendor prior to the date of this Agreement which in effect oversee and provide for entry into this Agreement.

ARTICLE II

Section 2 01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State, with full power and authority to enter into the Related Documents and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee has duly authorized the execution and delivery of the Related Documents by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Related Documents.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to this Agreement.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a city and political subdivision of the State.

(e) Lessee has complied with such procurement and public bidding requirements as may be applicable to the Related Documents and the acquisition and installation by Lessee of the Equipment.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid hereunder.

(g) Lessee has kept, and throughout the Lease Term shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (A) a balance sheet, (B) statement of revenues, expenses and changes in fund balances for budget and actual, (C) statement of cash flows, and (D) footnotes, schedules and attachments to the financial statements) within two hundred seventy (270) days after the end of its fiscal year, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved but not later than thirty (30) days prior to the end of its current fiscal year. The financial statements described in subsection (g)(i) shall be accompanied by an unqualified opinion of Lessee's independent auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment and expects to make immediate use of the Equipment. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of this Agreement or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations under the Related Documents. Lessee will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may

reasonably request in order to protect Lessor's first priority security interest in the Equipment and the Escrow Account and Lessor's rights and benefits under the Related Documents.

(k) Lessee is the fee owner of the real estate where the Equipment is and will be located (the "*Real Property*") and has good and marketable title thereto, and there exists no mortgage, pledge, Lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such Real Property. In the event any Lien, encumbrance, restriction, asserted encumbrance, claim, dispute or other issue exists or arises with respect to Lessee's legal title to or valid and marketable, beneficial use and enjoyment of the Real Property or impairs or adversely impacts Lessor's right, title or interest in the Equipment or any of Lessor's rights or remedies under this Agreement with respect to the Equipment (each of the foregoing referred to as a "*Real Property Issue*"), Lessee will take all steps necessary to promptly quiet, resolve and/or eliminate such Real Property Issue to the satisfaction of Lessor and ensure that Lessee and Lessor, Lessor only for the purposes of the processing of this Agreement, have adequate access to and use of the Real Property for all purposes of the Equipment contemplated herein and Lessee shall ensure that its fee interest in the Real Property and Lessor's right, title or interest in the Equipment and rights or remedies under this Agreement with respect to the Equipment remain free and clear of Real Property Issues.

(l) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(m) As of the date of execution and delivery of this Agreement, Lessee has not granted any Lien on the Collateral that would be senior in priority to, or *pari passu* with, the first priority Lien on the Collateral granted to Lessor under Section 6.02 of this Agreement.

(n) The street addresses and legal descriptions affixed to the UCC-1 financing statements and fixture filings filed and recorded pursuant to Section 3.04(a)(vi), Section 6.01 and/or Section 6.02 are true, accurate and complete street addresses and legal descriptions of all the properties on which the Equipment is located or to be installed. In the event any street address, legal description, other information, UCC-1 financing statement or fixture filing (or continuations or amendments thereof) filed or recorded with respect to Lessor's interests in the Equipment or any of the Real Property on which the Equipment is located or to be installed reflects any incorrect or incomplete Real Property legal description, equipment description or other information, Lessee shall take all steps necessary to promptly correct any errors or deficiencies with respect to such legal descriptions, street address, other information, UCC-1 financing statements and/or fixture filings and to protect Lessor's interests in the Equipment.

(o) In connection with Lessee's compliance with any continuing disclosure undertakings (each, a "*Continuing Disclosure Agreement*") entered into by Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "*Rule*"), Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("*EMMA*"), notice of its incurrence of its obligations under the Related Documents and notice of any accommodation, waiver,

amendment, modification of terms or other similar events reflecting financial difficulties in connection with the Related Documents, in each case including posting a full copy thereof or a description of the material terms thereof (each such posting, an “EMMA Posting”). Except to the extent required by applicable law, including the Rule, Lessee shall not file or submit or permit the filing or submission of any EMMA Posting that includes the following unredacted information about Lessor or its affiliates and Escrow Agent in any portion of such EMMA Posting: address, account information and logos of Lessor or its affiliates and Escrow Agent; e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of Lessor or its affiliates and Escrow Agent; and the form of Disbursement Request that is attached to the Escrow Agreement.

Lessee acknowledges and agrees that Lessor and its affiliates are not responsible for Lessee’s or any other entity’s (including, but not limited to, any broker-dealer’s) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities or other laws, including but not limited to those relating to the Rule.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms and conditions of this Agreement, Lessor agrees to provide the Acquisition Amount to acquire and install the Equipment. Lessor hereby demises, leases and transfers to Lessee, and Lessee hereby acquires, rents and leases from Lessor, the Equipment. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term as set forth in the Payment Schedule. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.03 or Section 10.01 of this Agreement. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03, to continue the Lease Term through the Original Term and all Renewal Terms and to pay the Rental Payments due hereunder. Lessee affirms that sufficient funds are legally available to pay all Rental Payments when due during the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Lease Term for any Renewal Term is within the sole discretion of the governing body of Lessee.

Section 3.03. Non-appropriation. Lessee is obligated only to pay such Rental Payments as may lawfully be made during Lessee’s then current fiscal year from funds budgeted and

appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section 3.03, Lessee agrees to cease use of the Equipment and peaceably remove and deliver to Lessor, at Lessee's sole expense (from legally available funds), the Equipment to Lessor at the location(s) to be specified by Lessor.

Section 3 04. Conditions to Lessor's Performance.

(a) As a prerequisite to the performance by Lessor of any of its obligations under this Agreement, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, the following:

(i) An Escrow Agreement substantially in the form attached hereto as *Exhibit H*, satisfactory to Lessor and executed by Lessee and Escrow Agent and a Vendor Agreement satisfactory to Lessor and executed by Lessee and Vendor or any other person or entity as directed by the Vendor and agreed to by Lessee;

(ii) A certified copy of a resolution, ordinance or other official action of Lessee's governing body, substantially in the form attached hereto as *Exhibit C-1*, authorizing the execution and delivery of this Agreement and the Escrow Agreement and performance by Lessee of its obligations under this Agreement and the Escrow Agreement;

(iii) A Certificate completed and executed by the Clerk or Secretary or other comparable officer of Lessee, substantially in the form attached hereto as *Exhibit C-2*, completed to the satisfaction of Lessor;

(iv) A letter of counsel to Lessee, substantially in the form attached hereto as *Exhibit D* and otherwise satisfactory to Lessor;

(v) Evidence of insurance as required by Section 7.02;

(vi) All documents, including financing statements, affidavits, notices and similar instruments which Lessor deems necessary or appropriate at that time pursuant to Section 6.02;

(vii) A waiver or waivers of interest in the Equipment from any mortgagee or any other party having an interest in the real estate on which the Equipment will be located and/or landlord of the real estate on which the Equipment will be located and amendments and agreements releasing Liens and encumbrances, if any, on the Real Property where the Equipment is and will be located;

(viii) Reserved;

(ix) A copy of the Form 8038-G, fully completed and executed by Lessee;

(x) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty (60) days prior to the Commencement Date, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred;

(xi) Copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to Equipment has passed to Lessee), to the extent required by Section 5.01(b);

(xii) Wire instructions for payments to be made to Vendor or any other person or entity as directed by the Vendor and agreed to by Lessee and Form W-9 from each such Vendor or any other person or entity as directed by the Vendor and agreed to by Lessee;

(xiii) A certified copy of any Surety Bond satisfying the conditions set forth in Section 7.04, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date, *provided however*, that no "Disbursement Request" pursuant to the Escrow Agreement (other than for costs of issuance) shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in Section 7.04 have been delivered to Lessor; and

(xiv) Such other items reasonably required by Lessor.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the performance by Lessor of any of its obligations under the Related Documents shall be subject to: (i) no Material Adverse Change having occurred since the date of this Agreement, (ii) no Event of Default having occurred and then be continuing and (iii) no Event of Non-appropriation having occurred or being threatened with respect to this Agreement.

(c) Subject to satisfaction of the foregoing, Lessor will deposit the Acquisition Amount with Escrow Agent to be held and disbursed pursuant to the Escrow Agreement.

Section 3.05. Evidence of Filing Form 8038-G. As soon as it is available, Lessee shall provide to Lessor evidence that it, or its paid preparer, has filed the Form 8038-G for this Agreement with the Internal Revenue Service by delivering to Lessor proof of mailing such Form 8038-G. Notwithstanding anything to the contrary in this Agreement, it shall not be an Event of Default hereunder if Lessee does not provide to Lessor evidence that it (or its paid preparer) filed the Form 8038-G for this Agreement with the Internal Revenue Service.

ARTICLE IV

Section 4.01 Rental Payments. Subject to Section 3.03, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment Dates and in such amounts as provided in the Payment Schedule. If any Rental Payment or other amount payable hereunder is not paid within ten (10) days of its due date, Lessee shall pay an administrative late charge of five percent (5%) of the amount not timely paid or the maximum amount permitted by law, whichever is less. Lessee shall not permit the Federal Government to guarantee any Rental Payments under this Agreement. Rental Payments consist of principal and

interest components as more fully detailed on the Payment Schedule, the interest on which begins to accrue as of the Commencement Date.

Section 4.02 Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal as more fully detailed on the Payment Schedule.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, disputes with Lessor or the Vendor or any other person or entity as directed by the Vendor and agreed to by Lessee of any Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances, or failure of any Vendor or any other person or entity as directed by the Vendor and agreed to by Lessee to deliver any Equipment or otherwise perform any of its obligations for whatever reason, including bankruptcy, insolvency, reorganization or any similar event with respect to any Vendor or any other person or entity as directed by the Vendor and agreed to by Lessee or under any Vendor Agreement, or the failure or inability (for whatever reason) of Lessee to receive (or delay in receipt of) all or any portion of any refundable tax credit under Section 6417 of the Internal Revenue Code of 1986, as amended by the Inflation Reduction Act of 2022 (Pub. L. No. 117-169), or any substantially similar provision of federal, state, local or foreign tax law (including regulations or other guidance from any taxing authority).

Section 4.05. Tax Covenants.

Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes. In connection with the foregoing, Lessee hereby agrees that (a) so long as any Rental Payments remain unpaid, moneys on deposit in the Escrow Account shall not be used in a manner that will cause this Agreement to be classified as an “arbitrage bond” within the meaning of Section 148(a) of the Code; and (b) Lessee shall rebate, from funds legally available for the purpose, an amount equal to excess earnings on the Escrow Account to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component of Rental Payments and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includable in the gross income of the owner or owners thereof for Federal income tax purposes (which retroactive date shall be the earliest date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner or owners thereof for Federal income tax purposes, which may be earlier than the date of delivery of such determination by the Internal Revenue Service), and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate.

For purposes of this Section, “*Event of Taxability*” means the circumstance of the interest component of any Rental Payment paid or payable pursuant to this Agreement becoming includable for Federal income tax purposes in an owner’s gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment is includable in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment is includable in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment has become includable in the gross income of the owner thereof for Federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for Federal income tax purposes.

Section 4.07. Mandatory Prepayment. (a) Any funds not applied to Equipment Costs and remaining in the Escrow Account on the earliest of (i) the expiration of the Acquisition Period, (ii) the date on which Lessee delivers to Lessor the executed Disbursement Request to effect the final disbursement to pay (or reimburse) Equipment Costs from the Escrow Account or (iii) a termination of the Escrow Account as provided in the Escrow Agreement shall be applied by Lessor on each successive Rental Payment Date thereafter to pay all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the applicable unpaid Principal Portion of Rental Payments owing hereunder in the inverse order of the Rental Payment Dates at a price of one hundred percent (100%) of such prepaid Principal Portion plus accrued interest thereon to the prepayment date.

(b) In connection with any partial prepayment of Rental Payments, Lessor shall prepare a new Payment Schedule and deliver the same to Lessee, which shall be binding, absent manifest error.

ARTICLE V

Section 5.01 Acquisition, Delivery, Installation and Acceptance of Equipment.

(a) Lessee shall order the Equipment to be acquired and financed hereunder, cause the Equipment to be delivered and installed at the location specified in the Equipment Schedule and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. Lessee shall conduct such inspection and testing of the Equipment as it deems appropriate in order to unconditionally accept such Equipment. When the Equipment has been delivered and installed, including any component of the Equipment, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering Disbursement Requests to Lessor pursuant to the Escrow Agreement for the purpose of effecting disbursements from the Escrow Account to pay (or reimburse) Equipment Costs for the Equipment so acquired and installed. In connection with the execution and delivery by Lessee to Lessor of the final Disbursement Request, Lessee shall deliver to Lessor a "Final Acceptance Certificate" in the form attached hereto as *Exhibit E*.

(b) Lessee shall deliver to Lessor together with each Disbursement Request copies of invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale or other evidence of title transfer to Lessee relating to each item of Equipment accepted by Lessee as evidenced by such Disbursement Request. Once approved, Lessor shall deliver such Disbursement Request to Escrow Agent for disbursement from the Escrow Account in accordance with the Escrow Agreement.

Section 5.02. Quiet Enjoyment of Equipment. So long as no Event of Default and no Event of Non-appropriation exists hereunder, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved or relocated from the location specified for it in the Equipment Schedule without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee shall not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated hereby. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body, including, without limitation, all anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights hereunder.

Lessee agrees that it shall (a) maintain, preserve, and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer;

(b) proceed promptly, at its expense, to protect its rights and exercise its remedies under any warranty then in effect with respect to the Equipment; and (c) replace or rebuild any component of the Equipment that becomes permanently unfit for normal use or inoperable during the Lease Term (herein, the “*Inoperable Component*”) in order to keep the Equipment as a whole in good repair and working order during the Lease Term. Lessee shall promptly notify Lessor in writing when any component of the Equipment is reasonably expected within forty-five (45) days to become an Inoperable Component. Lessee shall promptly replace or rebuild the Inoperable Component with a similar component of comparable or improved make and model that has at least the equivalent value and utility of the Inoperable Component, a remaining useful life of no less than the remaining Lease Term and such replacement or rebuilt component shall be in good operating condition. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer’s maintenance upon the return of the Equipment to Lessor as provided for in Sections 3.03 and 12.02(b).

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term, so long as Lessee is not in default under Article XII and an Event of Non-appropriation has not occurred, all right, title and interest in and to each item of the Equipment shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions hereof. Lessee shall at all times protect and defend, at its own cost and expense, its title, and Lessor’s first priority security interest, in and to the Equipment (and Lessor’s other Collateral as defined in Section 6.02) from and against all claims, Liens and legal processes of its creditors, and keep all Equipment (and such other Collateral) free and clear of all such claims, Liens and processes. Lessee will, at its expense, do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor’s first priority security interest in the Collateral. Upon the occurrence of an Event of Default or upon termination of this Agreement pursuant to Section 3.03, full and unencumbered legal title to the Equipment shall, at Lessor’s option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee’s interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or 12.02, as applicable. Upon payment of all amounts due and owing hereunder by Lessee in accordance with Section 10.01, Lessor’s security interest or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence the termination of Lessor’s security interest in the Equipment.

Section 6.02. Security Interest. As additional security for the payment and performance of all of Lessee’s obligations hereunder, Lessee hereby grants to Lessor a first priority security

interest constituting a first Lien on (a) the Equipment, (b) moneys and investments held from time to time in the Escrow Account, (c) any and all proceeds of any of the foregoing, including, without limitation, insurance proceeds, and (d) all books and records regarding the foregoing, in each case, now existing or hereafter arising (collectively, the “*Collateral*”). Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor’s security interest in the Collateral, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the Uniform Commercial Code in effect in the State and treating such Article 9 as applicable to entities such as Lessee.

Section 6.03. Personal Property, No Encumbrances. Lessee agrees that the Equipment is deemed to be and will remain personal property, and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon, only for the security purpose of Lessor’s Lien interest therein under this Agreement. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, Lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; provided, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment acceptable to Lessor or its assigns in their respective discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, Liens, and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the lease, sale, purchase, operation, use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all sales and other taxes, special assessments, governmental and other charges of any kind that are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part of either thereof, or which become due during the Lease Term, whether assessed against Lessee or Lessor. Lessee shall pay all utility and other charges incurred in the operation, use and maintenance of the Equipment. Lessee shall pay such taxes, assessments or charges as the same may become due; *provided* that, with respect to any such taxes, assessments or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term. Lessor will not claim ownership of the Equipment under this Agreement for the purposes of any tax credits, benefits or deductions with respect to such Equipment.

Section 7.02. Insurance. Lessee shall during the Lease Term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended

coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Outstanding Balance or (ii) the replacement cost of the Equipment; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least \$5,000,000 per occurrence for bodily injury and property damage coverage (such liability insurance coverage may be in a combination of primary general liability and/or excess liability umbrella coverage), and in all events under clauses (a) and (b) above issued in form and amount satisfactory to Lessor and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior consent (which Lessor may grant, withhold or deny in its sole discretion) and *provided* that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section 7.02, Lessee shall provide to Lessor a self-insurance letter in form and substance satisfactory to Lessor, in Lessor's sole discretion. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee, only for the singular and only purpose of its making Rental Payments obligation hereunder, hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment from any cause whatsoever, unless caused by an act or omission of Lessor, and no such loss of or damage to or liability arising from the Equipment shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Agreement.

Section 7.04. Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties. Lessee shall secure from each Vendor or any other person or entity as directed by the Vendor and agreed to by Lessee directly contracted by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of Vendor's or any other person or entity as directed by the Vendor and agreed to by Lessee obligations in accordance with the related Vendor Agreement and, if for whatever reason

such proceeds are not so applied, first to amounts due Lessor under this Agreement, and any remaining amounts shall be payable to Lessee.

In the event of a material default by any Vendor or any other person or entity as directed by the Vendor and agreed to by Lessee under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to the Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor or any other person or entity as directed by the Vendor and agreed to by Lessee in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations hereunder as may be due at such time under the Related Agreements.

Section 7.05. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) *plus* five percent (5%) per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01 Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations hereunder in accordance with Section 10.01(a)(ii).

If Lessee elects to replace any item of the Equipment (the "*Replaced Equipment*") pursuant to this Section 8.01, the replacement equipment (the "*Replacement Equipment*") shall be new or of a quality, type, utility and condition at least as good as the Replaced Equipment, shall be of equal or greater value than the Replaced Equipment and shall provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation and shall have an expected remaining useful life at least through the Lease Term. Lessee shall grant to Lessor a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, Liens, security interests and

encumbrances, excepting only those Liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment Date after the occurrence of a casualty event, or be required to exercise its option to prepay the obligations hereunder with respect to the damaged Equipment in accordance with Section 10.01(a)(ii).

For purposes of this Article VIII, the term "*Net Proceeds*" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Casualty Value *plus* all other amounts then owing hereunder, and, upon such payment, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Section 6.01. The amount of the Net Proceeds remaining, if any, after completing such repair, restoration, modification or improvement or after paying such Casualty Value *plus* all other amounts then owing hereunder shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section 8.02, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement.

Section 9.02 Vendor Agreements; Warranties. Lessee covenants that it shall not in any material respect amend, modify, rescind or alter any Vendor Agreement without the prior written consent of Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default under this Agreement and so long as no Event of Non-appropriation has occurred, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against a Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendor or any other person or entity as directed by the Vendor and

agreed to by Lessee of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor under this Agreement, including the right to receive full and timely Rental Payments and other payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to any of the Equipment.

ARTICLE X

Section 10.01. Prepayment, Payment in Full.

(a) *Prepayment.* Lessee shall have the option to prepay or satisfy all, but not less than all, of its obligations hereunder, at the following times and upon the following terms:

(i) *Optional Prepayment.* From and after the date specified (if any) in the Payment Schedule (the "*Prepayment Option Commencement Date*"), on the Rental Payment Dates specified in the Payment Schedule, upon not less than thirty (30) days prior written notice, and upon payment in full of the sum of all Rental Payments then due *plus* the then applicable Prepayment Price, which may include a prepayment premium on the unpaid Outstanding Balance as set forth in the Payment Schedule *plus* all other amounts then owing hereunder; or

(ii) *Casualty or Condemnation Prepayment.* In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day specified in Lessee's notice to Lessor of its exercise of the prepayment option (which shall be the earlier of the next Rental Payment Date or sixty (60) days after the casualty event) upon payment in full to Lessor of (A) in the event such prepayment occurs on a Rental Payment Date, the sum of (i) all Rental Payments then due *plus* (ii) the then applicable Casualty Value *plus* (iii) all other amounts then owing hereunder OR, (B) in the event such prepayment occurs on a date other than a Rental Payment Date, the sum of (i) the applicable Casualty Value shown on the Payment Schedule for the Rental Payment Date immediately preceding the applicable date of such prepayment (or if the date of such prepayment occurs prior to the first Rental Payment Date, the earliest Casualty Value shown on the Payment Schedule) *plus* (ii) accrued interest at the Contract Rate (or the Taxable Rate if then in effect) on the Outstanding Balance as of the Rental Payment Date immediately preceding the applicable date of such prepayment from such Rental Payment Date (or if the date of such prepayment occurs prior to the first Rental Payment Date, the Commencement Date) to the date of such prepayment *plus* (iii) all other amounts then owing hereunder.

(b) *Payment in Full.* Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing hereunder to Lessor.

(c) Lessor's security interests in and to the Equipment will be terminated and Lessee will own such Equipment free and clear of Lessor's security interest in such Equipment after either (i) payment of either (A) the applicable Prepayment Price and all other amounts then owing hereunder in accordance with Section 10.01(a)(i) or (B) the applicable Casualty Value and all other amounts then owing hereunder in accordance with Section 10.01(a)(ii) or (ii) upon the expiration of the Lease Term and payment in full of all Rental Payments then due and all other amounts then owing hereunder in accordance with Section 10.01(b).

ARTICLE XI

Section 11.01. Assignment by Lessor.

(a) Lessor's right, title and interest in and to this Agreement, the Rental Payments and any other amounts payable by Lessee hereunder, the Escrow Agreement, its security interest in the Collateral (collectively, the "*Assigned Rights*"), may be assigned and reassigned by Lessor at any time, in whole or in part, to one or more assignees or sub-assignees without the necessity of obtaining the consent of Lessee; *provided*, that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a "*qualified institutional buyer*" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an "*accredited investor*" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing the Assigned Rights (or any interest therein) for its own account with no present intention to resell or distribute such Assigned Rights (or interest therein), subject to each investor's right at any time to dispose of the Assigned Rights (or any interest therein) as it determines to be in its best interests, (ii) shall not result in more than 35 owners of the Assigned Rights or the creation of any interest in the Assigned Rights in an aggregate principal component that is less than \$100,000 and (iii) shall not require Lessee to make Rental Payments, to send notices or otherwise to deal with respect to matters arising hereunder or under the Escrow Agreement with or to more than one Lease Servicer (as such term is defined below), and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in the Assigned Rights are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the "*Lease Servicer*") to act on their behalf with respect to the Assigned Rights, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default or an Event of Non-appropriation under this Agreement. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and sub-assignees of any of the Assigned Rights (or any interest therein).

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective as against Lessee until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, participation interests, trust certificates or partnership interests with respect to the Rental Payments payable under this Agreement, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank, trust company or other entity that acts as the Lease Servicer. Notices of assignment provided pursuant to this Section 11.01(b) shall contain a confirmation of compliance with the transfer requirements imposed by Section 11.01(a). During the Lease Term, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees or Lease Servicer last designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor.

Assignments in part may include without limitation assignment of all of Lessor's security interest in and to the Equipment and all rights in, to and under this Agreement related to such Equipment, and all of Lessor's security interest in and to the Collateral, or all rights in, to and under the Escrow Agreement.

(c) If Lessor notifies Lessee of its intent to assign this Agreement, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment substantially in the form of *Exhibit G* attached hereto within five (5) business days after its receipt of such request.

Section 11.02 Assignment and Subleasing by Lessee. None of Lessee's right, title, and interest in, to and under this Agreement or any portion of the Equipment or the Escrow Agreement or the Escrow Account or any of the other Collateral may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an "Event of Default" under this Agreement:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under this Agreement within ten (10) days after the date when due as specified herein, (ii) maintain insurance as required herein, or (iii) observe and perform any covenant, condition or agreement on its part to be observed or performed under Section 6.01 or 6.02;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement on its part to be observed or performed, other than as referred to in subsection (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor, or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of \$100,000.00;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make

a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable Federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, liquidation, readjustment, reorganization, moratorium or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be immediately due and payable;

(b) With or without terminating the Lease Term, Lessor may enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee and other amounts hereunder that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies hereunder, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities hereunder or with respect to the Equipment;

(c) Lessor may terminate the Escrow Agreement and apply any proceeds in the Escrow Account to the Rental Payments scheduled to be paid hereunder; and/or

(d) Lessor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement or the Escrow Agreement or as a secured party in any or all of the Equipment or the Escrow Account.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be

exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article XII it shall not be necessary to give any notice other than such notice as may be required in this Article XII.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04 Amendments, Changes and Modifications. This Agreement may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided*, that only Counterpart No. 1 of this Agreement shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

Section 13.06. Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State. The parties hereto consent and submit to the jurisdiction of the State and venue shall be in the Circuit Court for Milwaukee County for the purposes of any suit, action or other proceeding arising in connection with this Agreement, and each party expressly waives any objections that it may have to the venue of such Court.

Section 13.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated by this Agreement (including in connection with any amendment, waiver or other modification hereof or of any other related document), Lessee acknowledges and agrees that: (a) (i) the transactions regarding this Agreement provided by Lessor and any affiliate thereof are arm's-length commercial transactions between Lessee, on the one hand, and Lessor and its affiliates, on the other hand, (ii) Lessee has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) Lessee is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and by the other related documents; (b) (i) Lessor and its affiliates each is and has

been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for Lessee, or any other person and (ii) neither Lessor nor any of its affiliates has any obligation to Lessee with respect to the transactions contemplated by this Agreement except those obligations expressly set forth herein and in the other related documents; and (c) Lessor and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of Lessee, and neither Lessor nor any of its affiliates has any obligation to disclose any of such interests to Lessee. To the fullest extent permitted by law, Lessee, hereby waives and releases any claims that it may have against Lessor or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement.

Section 13 09. Entire Agreement. The parties agree that this Agreement constitutes the final and entire agreement between the parties superseding all conflicting terms or provisions of any prior proposals, term sheets, solicitation documents, requests for proposals, award notices, approval letters or any other agreements or understandings between the parties. Notwithstanding the foregoing, the Performance Contract terms and provisions, as they may be applicable to the Related Agreements, shall control and be in effect in lieu of any conflicting term or provision in the Related Agreements.

Section 13 10 Electronic Signatures. The Related Documents may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe's Portable Document Format ("*PDF*")). Any such signature shall be of the same force and effect as an original signature, it being the express intent of the parties to create a valid and legally enforceable contract between them. The exchange and delivery of the Related Documents and the related signature pages via facsimile or as an attachment to electronic mail (including in PDF) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes. Notwithstanding the foregoing, at the request of either party, the parties hereto agree to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

[Remainder of Page Intentionally Left Blank]

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Equipment Lease/Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:
Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

LESSEE:
City of Franklin, Wisconsin
9229 West Loomis Road
Franklin, Wisconsin. 53132
Attention: Kelly S. Hersh, Director of
Administration
Fax No.: (414) 427-7627

Fax No.: (443) 541-3057

By: _____
Name: _____
Title: _____

By: _____
Name: John R. Nelson
Title: Mayor

By: _____
Name: Danielle L. Brown
Title: Director of Finance and Treasurer

(Seal)

Attest:

By: _____
Name: Shirley J. Roberts
Title: City Clerk

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Agreement constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security interest or ownership herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

[Signature Page of Equipment Lease/Purchase Agreement]

List of Exhibits

Exhibit A	Equipment Schedule
Exhibit B	Payment Schedule
Exhibit C-1	Authorizing Resolution
Exhibit C-2	Incumbency and Authorization Certificate
Exhibit D	Form of Letter of Lessee's Counsel
Exhibit E	Final Acceptance Certificate
Exhibit F	Reserved
Exhibit G	Form of Notice and Acknowledgement of Assignment
Exhibit H	Form of Escrow and Account Control Agreement

EXHIBIT A

EQUIPMENT SCHEDULE

Location of Equipment: See attached Scope of Work.

Equipment Description: See attached Scope of Work.

EXHIBIT B

PAYMENT SCHEDULE

Rental Payment Date	Funding Amount	Rental Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Prepayment Price	Casualty Price
9/30/2024	2,129,586 00				2,129,586 00		
3/1/2025		140,581 00	35,461 75	105,119 25	2,024,466 75	NA	2,085,200 75
3/1/2026		114,233 00	80,371 33	33,861 67	1,990,605 08	NA	2,050,323 23
3/1/2027		285,162 00	79,027 02	206,134 98	1,784,470 10	1,838,004 20	1,838,004 20
3/1/2028		137,107 00	70,843 46	66,263 54	1,718,206 56	1,769,752 76	1,769,752 76
3/1/2029		129,132 00	68,212 80	60,919 20	1,657,287 36	1,707,005 98	1,707,005 98
3/1/2030		133,005 00	65,794 31	67,210 69	1,590,076 67	1,637,778 97	1,637,778 97
3/1/2031		137,032 00	63,126 04	73,905 96	1,516,170 71	1,561,655 83	1,561,655 83
3/1/2032		141,220 00	60,191 98	81,028 02	1,435,142 69	1,478,196 97	1,478,196 97
3/1/2033		145,577 00	56,975 16	88,601 84	1,346,540 85	1,386,937 08	1,386,937 08
3/1/2034		150,107 00	53,457 67	96,649 33	1,249,891 52	1,287,388 27	1,287,388 27
3/1/2035		154,819 00	49,620 69	105,198 31	1,144,693 21	1,179,034 01	1,179,034 01
3/1/2036		159,721 00	45,444 32	114,276 68	1,030,416 53	1,061,329 03	1,061,329 03
3/1/2037		164,820 00	40,907 54	123,912 46	906,504 07	933,699 19	933,699 19
3/1/2038		170,124 00	35,988 21	134,135 79	772,368 28	795,539 33	795,539 33
3/1/2039		153,580 00	30,663 02	122,916 98	649,451 30	668,934 84	668,934 84
3/1/2040		158,437 00	25,783 22	132,653 78	516,797 52	532,301 45	532,301 45
3/1/2041		163,492 00	20,516 86	142,975 14	373,822 38	385,037 05	385,037 05
3/1/2042		168,750 00	14,840 75	153,909 25	219,913 13	226,510 52	226,510 52
3/1/2043		174,223 00	8,730 55	165,492 45	54,420 68	56,053 30	56,053 30
3/1/2044		56,581 18	2,160 50	54,420 68	-	-	-
	2,129,586.00	3,037,703.18	908,117.18	2,129,586.00			

Contract Rate; Taxable Rate. The Contract Rate is 3.970% per annum. The Taxable Rate is 5.067% per annum.

Prepayment Option Commencement Date For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is March 1, 2027.

LESSOR:
Banc of America Public Capital Corp

LESSEE:
City of Franklin, Wisconsin

By: _____

By: _____

Name: _____

Name: Danielle L. Brown

Title: _____

Title: Director of Finance and Treasurer

EXHIBIT C-1

AUTHORIZING RESOLUTION

**[SEE RESOLUTION NO. 2024-8198 ADOPTED ON AUGUST 20, 2024 BY THE COMMON COUNCIL
OF LESSEE.]**

EXHIBIT C-2

INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly appointed and acting City Clerk of City of Franklin, Wisconsin (“*Lessee*”) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the “*Officials*”) in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof.

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute (in writing or electronically) and deliver the Equipment Lease/Purchase Agreement dated as of September 30, 2024 by and between Lessee and Banc of America Public Capital Corp (“*Lessor*”), the Escrow and Account Control Agreement dated as of September 30, 2024 by and among Lessor, Lessee and BOKF, NA, as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the “*Operative Agreements*”), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
John R. Nelson	Mayor	_____
Danielle L. Brown	Director of Finance and Treasurer	_____
Kelly S. Hersh	Director of Administration	_____

Dated: _____

By: _____

Name: Shirley J. Roberts

Title: City Clerk

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

EXHIBIT D

APPROVED AS TO FORM AND PROCESS LETTER OF COUNSEL TO LESSEE
(to be typed on letterhead of counsel)

September 30, 2024

Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement, dated as of September 30, 2024, by and between Banc of America Public Capital Corp, as Lessor, and City of Franklin, Wisconsin, as Lessee

Ladies and Gentlemen:

As legal counsel to City of Franklin, Wisconsin ("*Lessee*"), I have examined (a) an executed counterpart of that certain Equipment Lease/Purchase Agreement, dated as of September 30, 2024, and Exhibits thereto by and between Banc of America Public Capital Corp ("*Lessor*") and Lessee (the "*Agreement*"), which, among other things, provides for the lease of certain property (the "*Equipment*") and a certain Escrow and Account Control Agreement dated as of September 30, 2024 by and among Lessor, Lessee, and BOKF, NA, as Escrow Agent (the "*Escrow Agreement*"), (b) an executed counterpart of the ordinances or resolutions of Lessee with respect to authorization of the transaction contemplated by the Agreement, the Escrow Agreement and documents related thereto and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement, the Escrow Agreement and the documents relating thereto are herein collectively referred to as the "*Transaction Documents*".

Based on the foregoing, I am of the following opinions:

1. Lessee is a city, duly organized and existing under the laws of the State, and is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "*Code*") and the obligations of Lessee under the Agreement will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents.

3. The Transaction Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, procurement and public bidding laws and all other applicable State or Federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal with regard to the Lessee, that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment, the Escrow Account or other Collateral thereunder.

6.

All capitalized terms herein shall have the same meanings as in the Transaction Documents unless otherwise provided herein.

Cordially,

EXHIBIT E

FINAL ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement, dated as of September 30, 2024,
by and between Banc of America Public Capital Corp, as Lessor, and City
of Franklin, Wisconsin, as Lessee

Ladies and Gentlemen:

In accordance with the above-referenced Equipment Lease/Purchase Agreement (the "*Agreement*"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. Lessee has conducted such inspection and testing of the Equipment as it deems appropriate, and all of the Equipment has been delivered, installed and is unconditionally accepted for all purposes by Lessee, and title to the Equipment has transferred to Lessee and any security interest of Vendor therein has been released.
2. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
3. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement are true and correct as of the date hereof.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof.
5. No Material Adverse Change has occurred since the date of the execution and delivery of the Agreement.
6. No Event of Non-appropriation has occurred or been threatened.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: _____

LESSEE:
City of Franklin, Wisconsin

By: _____

Name: Kelly S. Hersh

Title: Director of Administration

(Seal)

**EXHIBIT F
RESERVED**

EXHIBIT G

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

DATED _____

BANC OF AMERICA PUBLIC CAPITAL CORP ("*Assignor*") hereby gives notice that it has assigned and sold to _____ ("*Assignee*") all of Assignor's right, title and interest in, to and under the Equipment Lease/Purchase Agreement dated as of September 30, 2024 (the "*Agreement*"), by and between Assignor and City of Franklin, Wisconsin ("*Lessee*"), together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Agreement, all of Assignor's right, title and interest in the Equipment (as defined in the Agreement), and all of Assignor's right, title and interest in, to and under the Escrow and Account Control Agreement dated as of September 30, 2024 (the "*Escrow Agreement*") by and among Lessee, Assignor and BOKF, NA, as Escrow Agent, together with the Escrow Account and other Collateral (collectively, the "*Assigned Property*"). Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Agreement in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (a) Assignee shall have all the rights of Lessor under the Agreement and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Agreement, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default; and (b) except as provided in Section 3.03 of the Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Notice and Acknowledgment of Assignment (this "*Acknowledgement*"), the following information about the Agreement is true, accurate and complete:

Number of Rental Payments Remaining _____

Amount of Each Rental Payment \$ _____

Total Amount of Rental Payments _____

Remaining \$ _____

Frequency of Rental Payments _____

Next Rental Payment Due _____

Funds Remaining in Escrow Account

\$ _____

4. The Agreement remains in full force and effect, has not been amended, no Event of Default (or event which with the passage of time or the giving of notice or both would constitute an Event of Default) has occurred thereunder and no Event of Non-appropriation has occurred or is threatened with respect thereto.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Agreement and any requests for disbursements from the Escrow Account, if applicable, and all Rental Payments and other amounts coming due pursuant to the Agreement on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

ACKNOWLEDGED AND AGREED:

LESSEE: City of Franklin, Wisconsin

By: _____
Name: John R. Nelson
Title: Mayor

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____
Name: _____
Title: _____

EXHIBIT H

ESCROW AND ACCOUNT CONTROL AGREEMENT

ESCROW AND ACCOUNT CONTROL AGREEMENT

jw redraft 9/12/24

This Escrow and Account Control Agreement (this “Agreement”), dated as of September 30, 2024, by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors, assigns and transferees, hereinafter referred to as “Lessor”), City of Franklin, Wisconsin (hereinafter referred to as “Lessee”), a city existing under the laws of the State of Wisconsin (hereinafter referred to as “Lessee”), and BOKF, NA, a national banking association organized under the laws of the United States of America (“Escrow Agent”).

Reference is made to that certain Equipment Lease/Purchase Agreement dated as of September 30, 2024 between Lessor and Lessee (hereinafter referred to as the “Lease”), covering the acquisition and lease of certain Equipment described therein (the “Equipment”). It is a requirement of the Lease that the Acquisition Amount (\$2,129,586) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the “City of Franklin Escrow Account 2024” (the “Escrow Account”) to be held by Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, Escrow Agent shall hold such cash uninvested until the next Business Day. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. In the absence of written instructions designating a short-term investment for cash, cash in the Escrow Account shall be invested in the Invesco Treasury Portfolio Fund CUSIP 825252208. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither Escrow Agent nor Lessor shall be

responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and, to the extent permitted by law, Lessee agrees to and does hereby release Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by Lessee. Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, "Qualified Investments" means any investments which meet the requirements of the laws of the State of Wisconsin.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period and (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account or (ii) written notice given by Lessor of the occurrence of a default or termination of the Lease due to non-appropriation.

(e) Escrow Agent duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as Escrow Agent, and for the disposition of the same in accordance herewith upon receipt of proper certification and direction for same as required by this Agreement. Concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Lessee and Lessor agree to indemnify and hold harmless Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by Escrow Agent as a result of or in connection with Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the negligence or willful misconduct of Escrow Agent.

(f) Unless Escrow Agent is guilty of negligence or willful misconduct or any error or omission whatsoever with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify Escrow Agent and hold it harmless, only to the extent as permitted by law for a Wisconsin municipal corporation entity from any and all claims, liabilities, losses, actions,

suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law indemnify Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. Escrow Agent shall be reimbursed by Lessee and Lessor on an equal 50% each responsibility for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received. The venue for any such civil action shall be the Circuit Court for Milwaukee County, Wisconsin.

(h) Escrow Agent may consult with counsel of its own choice.

(i) Lessee shall reimburse Escrow Agent for all reasonable costs and expenses, including those of Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease.

(j) Escrow Agent or any successor may at any time resign by giving mailed or electronic notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation ("the Effective Date"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by Lessee and Lessor. After the Effective Date, Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that Disbursements from the Escrow Account shall be made for the purpose of paying

(including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessee has contributed the equity required by Lessor and Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due and the manner of disbursement (wire). Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such Disbursement Request shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1; and
2. Delivery to Lessor of copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account. [*n.b* is not the entirety of the funds deposited up front?]

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely), any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period and (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by Escrow Agent to Lessor in order for Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

5. Security Interest. Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of Escrow Agent and Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Acquisition Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the State of Wisconsin ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, as permitted pursuant to any executed agreement between Lessor and Lessee, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may affect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right,

by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith).

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent, provided that same are in compliance with this Agreement and all related agreements and not in violation of law.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever, unless agreed to by Lessor and Lessee.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 9 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to Escrow Agent such information as it may request, from time to time, in order for Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Escrow Agent Compensation. Escrow Agent shall be entitled to reasonable compensation as well as reimbursement for its reasonable costs and expenses incurred in connection with the performance by it of service under this Escrow Agreement and the undersigned (other than Escrow Agent) agree to so pay Escrow Agent reasonable compensation and reimburse Escrow Agent for reasonable costs and expenses. Lessor hereto agrees that Escrow Agent Compensation for the customary set-up fee of Escrow Agent in the amount of \$1,000 shall be invoiced to and paid by Lessor. All other fees and costs of Escrow Agent shall be the responsibility of Lessee. [*n.b.* need to state what those fees are]

9. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor: Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration
Fax: (443) 541-3057

If to Lessee: City of Franklin, Wisconsin

Attn:
Telephone:
Email:
Fax: _____

If to Escrow Agent: BOKF, NA
1600 Broadway
c/o Corporate Trust and Escrow Department
Attention: Keith R. Papantonio
Denver, Colorado 80202
Telephone: (303) 864-7236
Fax: (303) 864-7219
Email: kpapantonio@bokf.com

10. Lessee and Lessor understand and agree that they are required to provide Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign

person, Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show Escrow Agent as payor and Lessee as payee, provided as to Lessee that Lessee has received such funds to which the foregoing may be applicable.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. Escrow Agent shall not be responsible for determining or reporting such imputed interest.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and the parties hereto consent to jurisdiction in the State of Wisconsin and venue in the Circuit Court of Milwaukee County.

12. Any bank or corporation into which Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom Lessor may transfer a substantial amount of its business, shall be the successor to Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

13. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

14. No party hereto shall assign its rights hereunder until its assignee has submitted to Escrow Agent (i) Patriot Act disclosure materials and Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to Escrow Agent which Escrow Agent has determined to have been properly signed and completed.

15. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless

prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

For the avoidance of doubt, nothing herein prohibits any individual from communicating or disclosing information regarding suspected violations of laws, rules, or regulations to a governmental, regulatory, or self-regulatory authority without any notification to any person.

16. This Agreement, the Lease and any other documents or instruments executed by either party in connection herewith and therewith (collectively the “Related Documents”), may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe’s Portable Document Format (“PDF”). Any such signature shall be of the same force and effect as an original signature, it being the express intent of the parties to create a valid and legally enforceable contract between them. The exchange and delivery of the Related Documents and the related signature pages via facsimile or as an attachment to electronic mail (including in PDF) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes. Notwithstanding the foregoing, at the request of either party, the parties hereto agree to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

In Witness Whereof, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

Banc of America Public Capital Corp
as Lessor

City of Franklin, Wisconsin
as Lessee

By: _____

By: _____

Name: _____

Name: John R. Nelson

Title: _____

Title: Mayor

BOKF, NA
As Escrow Agent

By: _____

By: _____

Name: Danielle L. Brown

Name: _____

Title: Director of Finance and Treasurer

Title: _____

By: _____

Name: Shirley J. Roberts

Title: City Clerk

[Signature Page of Escrow and Account Control Agreement]

SCHEDULE 1
to the Escrow and Account Control Agreement
FORM OF DISBURSEMENT REQUEST

Re: Equipment Lease/Purchase Agreement dated as of September 30, 2024 by and between Banc of America Public Capital Corp, as Lessor and City of Franklin, Wisconsin, as Lessee (the "Lease"). (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of September 30, 2024 (the "Escrow and Account Control Agreement") by and among Banc of America Public Capital Corp ("Lessor"), City of Franklin, Wisconsin ("Lessee") and BOKF, NA ("Escrow Agent"), the undersigned hereby requests Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow and Account Control Agreement for the following purposes:

Disbursement Amounts:

<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required >	<invoice list OR "see attached" with a spreadsheet>	< invoice amount>	<general description of equipment; ex "police cruiser">
<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>	<invoice list OR "see attached" with a spreadsheet>	< invoice amount>	<general description of equipment, ex "police cruiser">
<Payee's Name> <Payee Address 1> <Payee Address 2>	<invoice list OR "see attached" with a spreadsheet>	< invoice amount>	<general description of equipment, ex "police cruiser">

<Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>			
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(i) (a) Each obligation specified in the table herein titled as “Disbursement Amounts” has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as “Disbursement Amounts” has been delivered, installed and accepted by Lessee. Attached hereto is a copy of the invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor’s, mechanic’s or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

(x) The information in this Disbursement Request regarding each Payee, including their respective name, address and wiring instructions, (collectively, the “Payee Information”) is true and correct, such Payee Information has been verified and confirmed by Lessee and Lessor can rely on Lessee’s verification and confirmation of the accuracy of such Payee Information.

Lessee hereby acknowledges and agrees that any call-back performed by Lessor to verify the disbursement instructions pursuant to this Disbursement Request shall be made to Lessee only and Lessor shall have no obligation to call-back any Payee listed above.

Dated: _____

CITY OF FRANKLIN, WISCONSIN

By: _____
Name: Danielle L. Brown
Title: Director of Finance and Treasurer

Disbursement of funds from the Escrow Account in accordance with the foregoing Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name: _____
Title: _____

EXHIBIT A-1

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly appointed and acting City Clerk of City of Franklin, Wisconsin ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Equipment Lease/Purchase Agreement dated as of September 30, 2024 by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Escrow and Account Control Agreement dated as of September 30, 2024 among Lessor, Lessee and BOKF, NA, as Escrow Agent, and all documents related thereto and delivered in connection therewith (collectively, the "*Agreements*"), and the Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
John R. Nelson	Mayor	_____
Danielle L. Brown	Director of Finance and Treasurer	_____
Kelly S. Hersh	Director of Administration	_____

Dated: _____

By: _____

Name: Shirley J. Roberts

Title: City Clerk

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

[AN "EXHIBIT A-2" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-2

Escrow and Account Control Agreement dated as of September 30, 2024 by and among Banc of America Public Capital Corp, as Lessor, City of Franklin, Wisconsin, as Lessee and BOKF, NA, as Escrow Agent

Certificate of Authorized Representatives – City of Franklin, Wisconsin

Name: Terri Preston

Name: Nancy Nusenko

Title: Authorized Agent

Title: Authorized Agent

Phone: 443-541-3642

Phone: 443-541-3646

Facsimile: 443-541-3057

Facsimile: 443-541-3057

E-mail: Terri.Preston@bofa.com

E-mail: Nancy.a.nusenko@bofa.com

Signature _____

Signature _____

Fund Transfer / Disbursement Authority Level.

- Initiate
- Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level

- Initiate
- Verify transactions initiated by others

Name: Nancy K. Hepner

Name: Arlene Sobieck

Title: Authorized Agent

Title: Authorized Agent

Phone: 443-541-3645

Phone: 443-541-3643

Facsimile: 804-553-2407

Facsimile: 443-541-3057

E-mail: Nancy.k.hepner@bofa.com

E-mail: Arlene.sobieck@bofa.com

Signature: _____

Signature: _____

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

Banc of America Public Capital Corp

By: _____
Name: _____
Title: _____
Date: _____

<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 9-17-24</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">AN ORDINANCE TO AMEND §158-8C. OF THE MUNICIPAL CODE TO ALLOW FOR THE SALE OF INTOXICATING LIQUOR FOR OFF PREMISES CONSUMPTION BY CLASS B LICENSE HOLDERS</p>	<p style="text-align: center;">ITEM NUMBER M. 12.</p>

The City has been asked by an establishment that holds a “Class B” Intoxicating Liquor License and a Class “B” Fermented Malt Beverage Retailer’s License to sell wine by the bottle for off premises consumption. The way our ordinance is written this is not allowed. In 2023 the state enacted:

§125 .51(3), Wis. Stats Retail Class B Liquor License. A retail Class B liquor license shall permit its holder to sell liquor in original packages or containers in multiples not to exceed 4 liters at any one time to be consumed off the licensed premises. Wine may be sold in original packages or otherwise in any quantity to be consumed off the premises.

Multiple other cities have enacted/changed their ordinance in order for establishments to sell liquor/wine for consumption off premises. Some of them are as follows: Oak Creek, City of Waukesha, Town of Raymond and City of Greenfield.

The following is the change to our ordinance to allow for the off-site consumption. The deletions are stricken and the additions are underlined.

Franklin Municipal Code 158-8C.:

Class A Retail and Class A Combination Licenses; sale for consumption away from Class B premises. Class A premises and premises operating under a Class A Combination License may remain open for the conduct of their regular business but may not sell fermented malt beverages between 9:00 p.m. and 8:00 a.m. Between 9:00 p.m. and 6:00 a.m., no person may sell fermented malt beverages on Class B premises in an original unopened package, container or bottle or for consumption away from the premises. Between the hours of 6:00 a.m. and 9:00 p.m., Class B Combination Licenses may sell fermented malt beverages or intoxicating liquors to be consumed by the glass on the licensed premises, or may sell individual glasses or cups of mixed drinks, original unopened package, container or bottle of wine in to-go containers for off-site consumption provided the containers have a “tamper evident seal”, in the original package or container to be consumed off premises in any quantity to be consumed off premises. Wine may be sold in original packages or otherwise in any quantity to be consumed off the premises. Carry-out sales shall cease at 9 p.m. each day.

COUNCIL ACTION REQUESTED

Motion to approve an Ordinance to Amend §158-8C. of the Municipal Code to Allow for the Sale of Intoxicating Liquor for Off Premises Consumption by Class B License Holders.

OR

As directed.

ORDINANCE NO. 2024-____

AN ORDINANCE TO AMEND §158-8C. OF THE MUNICIPAL CODE TO ALLOW FOR THE SALE OF INTOXICATING LIQUOR FOR OFF PREMISES CONSUMPTION BY CLASS B LICENSE HOLDERS

WHEREAS, the Common Council having determined it necessary to amend the Municipal Code to provide for the sale of intoxicating liquor for off premises consumption by Class B license holders.

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

SECTION 1: §158-8C. Class A Retail and Class A Combination Licenses; sale for consumption away from Class B premises, of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended to read as follows *[note added text is underlined]*:

§158-8C. Class A Retail and Class A Combination Licenses; sale for consumption away from Class B premises. Class A premises and premises operating under a Class A Combination License may remain open for the conduct of their regular business but may not sell fermented malt beverages between 9:00 p.m. and 8:00 a.m. Between 9:00 p.m. and 6:00 a.m., no person may sell fermented malt beverages on Class B premises in an original unopened package, container or bottle or for consumption away from the premises. Between the hours of 6:00 a.m. and 9:00 p.m., Class B Combination Licensed premises may sell fermented malt beverages or intoxicating liquors to be consumed by the glass on the licensed premises, or may sell individual glasses or cups of mixed drinks, original unopened package, container or bottle of wine in to-go containers for off-site consumption provided the containers have a “tamper evident seal”, in the original package or container to be consumed off premises in any quantity to be consumed off premises. Wine may be sold in original packages or otherwise in any quantity to be consumed off the premises. Carry-out sales shall cease at 9 p.m. each day.

SECTION 2: 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.

ORDINANCE NO. 2024-_____

Page 2

SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4: 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 _____, 2024, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/17/2024
REPORTS & RECOMMENDATIONS	PROMOTION OF RYAN BOOS FROM DESKTOP & USER SUPPORT ADMINISTRATOR (LEVEL 3) TO SERVER AND INFRASTRUCTURE ENGINEER (LEVEL 8) UNDER THE REVISED JOB DESCRIPTION	ITEM NUMBER M.13.

BACKGROUND

Mr. Ryan Boos has served as the Desktop & User Support Administrator for the City of Franklin and has consistently demonstrated exceptional technical skills, leadership, and dedication to the IT Department. His role has significantly evolved, and his current Level 3 designation no longer aligns with the complexity of the tasks he handles, nor does it reflect the depth of his expertise.

Project Leadership: One of many examples, Mr. Boos successfully managed the migration of the TraCS server from local servers to the DOT cloud, ensuring continuity and stability while Director Matelski was on vacation. This project, which directly impacts the Police citation system and has financial implications for the City, was completed without any issues, showcasing Mr. Boos's leadership and technical understanding.

Expanded Responsibilities: As outlined in the job description, the Server and Infrastructure Engineer role better reflects Mr. Boos's current responsibilities. This includes managing and supporting the City's network, servers, and storage equipment, ensuring security compliance, and maintaining critical City infrastructure.

Policy Limitations: Current City policies limit promotions to no more than a 7.5% salary increase and restrict level advancements. This promotion would require a notable exception from the Common Council to align Mr. Boos's position with his current responsibilities.

ANALYSIS

Promoting Mr. Ryan Boos to Server and Infrastructure Engineer (Level 8) will:

Retain Talent: Mr. Boos's institutional knowledge, technical expertise, and leadership are invaluable assets to the City. His promotion is crucial to retaining a high-caliber employee who is critical to the success of the IT Department and the City.

Align Duties with Position: The Level 8 position is a better match for Mr. Boos's current duties, including advanced network management, server maintenance, and security oversight. This alignment will ensure that his contributions are appropriately recognized and compensated.

Support City Goals: This promotion supports the City's goals of fostering a motivated workforce, promoting from within, and ensuring that policies do not hinder the advancement of qualified employees.

FISCAL IMPACT:

From a budgetary perspective, Mr. Boos should be positioned near the top of the Grade 3 salary range. In 2023, his hourly rate was increased from \$23.84 to \$27.38, with an additional year-end merit increase. At the time of this CAS, Mr. Boos's salary is \$56,973. For context, another IT employee with no IT experience and a college degree was hired at \$50,000. Mr. Boos also

received a wage increase in 2023 due to obtaining a significant IT-related certification.

According to the 2024 budget, the salary range for Grade 8 is \$69,744 - \$92,412, while Grade 3 is \$45,125 - \$58,662. Assuming Mr. Boos's current salary is approximately \$58,662, a promotion to the minimum of Grade 8 would result in a 15.88% raise, requiring an additional \$11,082 in the 2025 salary budget. For the remaining four months of 2024, an estimated \$3,694 would be needed in the IT salary budget to cover this increase. The salary budget should have sufficient funds due to the late start of a new IT hire in July, potentially covering these costs.

This promotion will create a more appropriate salary gap between Mr. Boos and the new hire, aligning his compensation with the responsibilities of a Level 8 position. The exact fiscal impact will depend on the final approved salary within the Level 8 range.

ATTACHMENTS:

1. Letter of Recommendation from Administration and IT
2. Revised Job Description: Server and Infrastructure Engineer
3. Ryan Boos Stand Alone Accolade and Project Achievement

RECOMMENDATION

It is recommended that the Personnel Committee as an advisory board to the Common Council and that the Common Council approve the promotion of Ryan Boos from the current position of Desktop & User Support Administrator (Level 3) to the position of Server and Infrastructure Engineer (Level 8) within the City of Franklin's Information Technologies (IT) Department.

COUNCIL ACTION REQUESTED

Motion to approve the promotion of Ryan Boos from Desktop & User Support Administrator (Level 3) to Server and Infrastructure Engineer (Level 8) and revised job description, effective immediately, with the associated salary adjustment, and to grant the necessary exceptions to City policy to facilitate this promotion subject to technical changes by the Director of IT, Director of Administration, and Human Resources Manager.

Submitted By: Kelly Hersh, Director of Administration

Submitted By: James Matelski, Director of Information Technologies

Mayor – JRN; DOA – KH; IT – JM



City of Franklin

Kelly Hersh
Director of Administration
James Matelski
Director of Information Technologies

September 16, 2024

Personnel Committee and Common Council
City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132

Dear Members of the Personnel Committee and Common Council,

We are writing to express our strong support for the promotion of Ryan Boos, the current Desktop & User Support Administrator, from a Level 3 position to a Level 8 position within the City of Franklin's Information Technologies (IT) Department. This promotion is deserved and crucial for retaining an invaluable team member.

Mr. Boos's role within the department has significantly evolved beyond the scope of his current Level 3 designation. The complexity of the tasks he handles, the depth of his technical expertise, and the leadership qualities he demonstrates all reflect a position that far exceeds the limitations of his current job classification. His contributions include critical IT support, advanced problem-solving, and a proactive approach to maintaining and enhancing the City's technological infrastructure. The impact of his work is felt across the organization, contributing to the efficiency and effectiveness of all departments.

However, due to existing policy constraints, which limit promotional levels and the associated pay increase to a maximum of 7.5%, Mr. Boos's promotion cannot proceed without your intervention. While designed to maintain fairness, these policies inadvertently hinder our ability to recognize and reward exceptional performance and expertise within our existing workforce. In Mr. Boos's case, this limitation prevents us from aligning his compensation and job title with the responsibilities he has effectively been managing.

We believe it is in the City's best interest to support the growth and advancement of our employees, particularly those like Mr. Boos, who have demonstrated unwavering dedication, exceptional skill, and a commitment to the betterment of the City. His institutional knowledge, discipline, and proactive approach make Mr. Boos an irreplaceable asset. It would be a significant loss for the City to miss the opportunity to further Mr. Boos's career here due to outdated policies that do not fully account for such circumstances.

In light of this, we respectfully request that the Personnel Committee recommend as an advisory board to the Council and that the Common Council approve the promotion of Ryan Boos to a Level 8 position. This action is fair and necessary to retain and continue benefiting from Mr. Boos's expertise and dedication. We urge you to consider the long-term value of supporting internal growth and promoting from within, as it aligns with our

Celebrating Quality of Life

9229 West Loomis Road Franklin Wisconsin 53132 9630 Phone (414) 858 1100 Fax (414) 427 7677 franklinwi.gov



City of Franklin

Kelly Hersh
Director of Administration
James Matelski

Director of Information Technologies

goals of maintaining a highly skilled and motivated workforce.

Thank you for your attention to this matter. We are confident that with your support, we can continue to foster a work environment that values and rewards our employees' hard work and expertise.

Sincerely,

A handwritten signature in cursive script that reads "Kelly Hersh".

Kelly Hersh
Director of Administration

A handwritten signature in cursive script that reads "James Matelski".

James Matelski
Director of Information Technologies

City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

*This letter is intended for the Personnel Committee and Common Council to review and approve the proposed promotion, reflecting the City's commitment to recognizing and rewarding exceptional employee contributions. *

Celebrating Quality of Life

9229 West Loomis Road Franklin Wisconsin 53132 9630 | Phone (414) 858 1100 | Fax (414) 427 7627 franklinwi.gov

IT STAFFING & COMPENSATION CHALLENGES

Challenges for IT:

- **Insourcing Attempts in 2020:**
 - The timing for insourcing was particularly challenging.
 - While many applications were received, qualifications varied widely.
 - Several offers were made, but candidates either returned to previous jobs or failed to pass the background check.
 - Dustin Zastrow (HBS) was dismissed on April 20, 2020. Ryan Boos was onboarded as a temporary employee through RHT in August 2021 and became a full-time employee in August 2022.
 - RHT's Mary Steinhardt replaced Ann Woodroof (HBS) in December 2021. After a year, an attempt was made to onboard her in January 2023. However, Mary left in March 2023 when salary negotiations fell through, as her current RHT salary was \$6K above the grade level's maximum.
 - **The position has been vacant for over a year because the job classification is below market.**
 - Director Steeno and Mayor Olson preferred to address reclassification as part of a broader compensation study and new grade level matrix.
 - **The Director of IT has been performing Helpdesk functions for the past year.**

Inflation and Salary Adjustments:

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024*			Total 5y	Total 6y	Total 11y	
1 BLS US Avg CPI				1.5	1.6	0.1	1.3	2.1	2.4	1.8	1.2	4.7	8.0	4.1	3.1			19.8	22.9	30.4	
2 Inf Calculator	1.6	3.2	2.1	1.5	1.6	0.1	1.6	2.1	2.4	1.8	1.2	4.7	8.0	4.1	3.1			19.8	22.9	30.7	
3 SSA COLA	0.0	3.6	1.7	1.5	1.7	0.0	0.3	2.0	2.8	1.6	1.3	5.9	8.7	3.2				20.7	20.7	27.5	
4 CoF Annual Raise						1.0	1.5	2.0	1.5	2.0	1.5	2.0	2.5	2.0	2.0	3.0			10.0	13.0	21.0
5																					
6																					
7		" Jan only																			
8																					

Key Issues:

1. **Competitive Market for IT:**
 - Like Finance and other positions at the City of Franklin, IT competes with the regional market, requiring salaries aligning with public and private sector positions. IT must compete beyond civil service roles.

2. Rigorous Background Checks:

- IT personnel undergo thorough background checks comparable to those of sworn police officers. Many candidates cannot pass this full background check, including checks for misdemeanors and restraining orders.
- Comparative departments often conduct only partial background checks, yet their Helpdesk roles are within the same grade structure without compensation adjustments for the more rigorous process in Franklin.

3. Salaries Below Market:

- The 65th percentile, adjusted for inflation, places the City of Franklin well below the market.
- My 2023 analysis shows Helpdesk positions ranging from \$46,536 to \$67,380, while Franklin's classification was \$42,952 to \$55,836—more than a standard deviation below the sample.
- The 2024 RHT Salary Survey (using Racine pricing) lists salaries as \$52,963, \$64,125, and \$75,763.
- The only viable strategy is to hire for a Helpdesk 1 position rather than the current Helpdesk 2/3 roles.
- Over the past 5-6 years, the average City of Franklin salary increase has been 10-13%, while the BLS CPI stands at 19.8%-22.9%, and SSA COLA at 20.7%. The 65th percentile places salaries 33% below top market rates, and with a 10-12% inflation adjustment, Franklin's salaries are over 40% below market, as reflected in the salary surveys.

4. Young Workforce Dynamics:

- IT is a young worker field, competing against the Gig Economy, where workers have little loyalty to a single employer. Independent contracting is becoming the norm, with younger workers increasingly pursuing self-employment, contract work, or content creation instead of traditional employment with pension benefits.

AVERAGE LENGTH OF
SERVICES FOR
MILITARY PERSONNEL

BY DEPARTMENT
OF THE ARMY

BABY BOOMERS
57-75 years old

8 YEARS, 3 MONTHS

GEN-X
41-56 years old

5 YEARS, 2 MONTHS

MILLENNIALS
25-40 years old

2 YEARS, 9 MONTHS

GEN-Z
6-24 years old

2 YEARS, 3 MONTHS

From: James Matelski
Sent: Tuesday, April 23, 2024 6:28 PM
To: Kelly Hersh; John Nelson
Subject: FW: Tracs Update

Mayor Nelson:

I want to give special credit to Ryan Boos on managing and directing the movement of TraCS from the local servers over to the DOT cloud. TraCS as of today is a fully cloud based solution, where legacy servers and applications can now be decommissioned. Ryan successfully run with the project and completed it while I was on vacation. As you are aware, TraCS runs the Police citation system for the city and does have direct financial impact. I would like to commend Ryan on both his leadership and technical expertise.

He is a rare employee.

-Jim

James Matelski
Director of Information Technology
City of Franklin
9229 W. Loomis Rd.
Franklin WI 53132
O: 414-427-7645
C: 414-391-8798

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From: Ryan Boos
Sent: Tuesday, April 23, 2024 9:41 AM
To: Police-Sergeants; Police - Dispatch; Police - Admin; Police - Bureau; Police - Officers
Cc: James Matelski
Subject: Tracs Update

All,

The Tracs server migration was a success!

The next step is Sgt Koster and I going to every single computer that uses Tracs and manually updating the software to talk to the new Server in the Cloud, the process takes 10 minutes

After the update your new Tracs login is now your EMAIL ADDRESS and your first temp password is: tracs

All lower case, you will then create a new password that must be 8 characters long, one cap, one special character but not # symbol

Once you are set up you can continue your work !

Ryan Boos
PD IT System Engineer
City of Franklin
9455 W. Loomis Rd.
Franklin WI 53132
O 414-858-2728



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CITY OF FRANKLIN
Job Description

Job Title: Server and Infrastructure Engineer

Department: Information Services

Reports To: Director of Information Technology

Salary Level: Grade 8

FLSA Status: Exempt

Prepared By: Jim Matelski, Director of Information Technology and Dana Zahn, Human Resources Coordinator

Prepared Date: February 2020

Approved By: Common Council

Approved Date: March 17, 2020

Summary This position is customer-service oriented and proactive in anticipating and resolving problems while maximizing efficient use of computing resources. Under the direction of the Director of Information Technology, responsible for the installation, maintenance, and support of all network, servers, and storage equipment. Responsible for the successful operation and performance of all core enterprise applications and working with key vendors to remediate all issues.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

- ***Execute Policies and Procedures***
 - Ensure that all production servers comply with organizational standards, established security policies, licensing agreements, and configuration guidelines.
 - Follow all IT established processes for application service requests, network engineering releases, IT projects, system maintenance, and change requests.
- ***Setup and Deploy Infrastructure***
 - Architect and develop enterprise wide IPv4 and IPv6 addressing and routing schemas that focuses both on department and application isolation.
 - Create security Access Control Lists (ACLs) that limit network communications in accordance with both CJIS and HIPAA security practices.
 - Create virtual machine templates from a standardized Windows 2016/2019 security baseline. Deploy all new virtual machine server requests from the defined templates.
 - Work with HP 3PAR SAN vendors in the creating or extending storage LUNs. Present all new storage to the VMWare virtualization environment.
 - Provision and deploy new HP switches and wireless access points as usage demands grow.
 - Consolidate, maintain, and extend key building infrastructure, which can include UPS, cooling, video surveillance, plant and patch cable management.
- ***Monitor Performance and Resolve Issues***

- Proactively monitor all systems to identify potential conditions that could result in system outages or poor performance.
- Develop, collect, and maintain metrics for system up-time and vital statistics.
- Perform routine system maintenance to ensure stable and secure operations.
- Actively monitor and remediate network performance and QoS issues across the organization's LANs, WANs, Internet, and wireless deployments.
- ***Remediate Security Vulnerabilities***
 - Proactively identify security vulnerabilities, research and propose corrective actions.
 - Review, evaluate and deploy Windows service packs, hot fixes, system updates, and vendor-supplied firmware/patches in accordance to IT security policies.
 - Configure enterprise wide password and auditing policies. Research System Information Event Management (SIEM) logs and alerts for potential security issues.
- ***Backup and Recovery***
 - Maintain and configure virtual machine and physical server backups and guarantee all backup jobs successfully run to completion. This includes disk-to-disk and disk-to-tape archives.
 - Monitor and test system backups and archives for data recovery, survivability and open record requests processing.
 - Maintain offsite tape archives and rotate tapes in accordance to IT security policies.
- ***User Provisioning & Security Auditing***
 - Provision and maintain user accounts within Active Directory, Microsoft Exchange, email filtering systems, and departmental applications in accordance to defined NIST 800-53 IT security policies and procedures.
 - Configure Active Directory group policies to control user state management and enterprise application configurations.
 - Provision and maintain Avaya PBXs, new phones, voicemail accounts, hunt groups, routing patterns, auto attendants, and changes to telecom cabling.
- ***Inventory and Documentation***
 - Record and maintain all IT assets in the central asset database.
 - Document all aspects of the network equipment and configuration; including LAN, WAN, Internet, and wireless deployments.
 - Accurately maintain system run books and documentation for all servers and IT infrastructure.
 - Document all system problems and resolutions in the Helpdesk ticketing system and resolve incidents within the specified SLA.
- ***Team Collaboration***
 - Collaborate with IT administrators or consultants to ensure adequate problem resolution and support across multiple platforms.
- ***Improve Infrastructure & Toolsets***
 - Conduct research and recommend new infrastructure monitoring and troubleshooting tools.

Qualifications To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and Experience

Requirements:

- Bachelor's Degree in Computer Science or Management Information Services (MIS)
- Must have 3-5 years of direct network and server planning, implementation and support

- CompTIA Network+, CompTIA Server+, Cisco CCNA, Microsoft MCSA, VMWare VCA or equivalent certification
- IPv4 and IPv6 switching and routing protocols.
- Microsoft Active Directory & DNS architecture and design
- Windows Server 2012-2019 configuration and networking
- Microsoft Exchange 2016-2019
- VMWare and vCenter 6.x

NOTE: Equivalent combinations of education and experience may be considered, including commensurate military experience.

Preferences:

- Aruba Central wireless AP management
- Bitdefender Gravityzone Business Security
- Microsoft SQL Server 2012-2017
- Veeam Backup & Recovery
- VMWare Workspace One Mobility Management
- HP Proliant Servers & management tools
- HP/Aruba switches and routers
- Aruba 300 series clustered wireless access points

Other Skills and Abilities

- Advanced oral and written communication skills
- Attentiveness to detail, empathetic to customer needs
- High level of interpersonal skills to work with others effectively
- Ability to work under tight time constraints and varying degrees of stress
- Analytical, problem-solving, pattern-finding
- Ability to handle confidential information with discretion
- Ability to pass a security background check prior to employment.

Certificates, Licenses, Registrations

Valid Driver's License

Physical Demands

While performing the duties of this job the employee is regularly required to sit; use hands to finger, handle, or feel and talk or hear. Maintaining equipment involves the frequent use of hand tools and testing equipment requiring a moderate level of dexterity. The employee is frequently required to stand, walk, and reach with hands and arms. The employee is occasionally required to climb, stoop, kneel, crouch, or crawl. The employee must have the ability to work in confined spaces, such as in vehicles or under/behind desks, etc. The employee must occasionally lift and/or move up to 40 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus.

Work Environment

While performing the duties of this job, the employee is typically in an office building environment.

The employee may will be required to travel to any of the City of Franklin municipal offices and is thus periodically exposed to outside weather conditions. The noise level in the work environment is usually moderate.

Miscellaneous The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

CITY OF FRANKLIN, WI - Job Description

Job Title: Server and Infrastructure Engineer
Department: Information Services
Reports To: Director of Information Technology
Salary Level: Grade 8
FLSA Status: Exempt
Prepared By: Director of Information Technology, James Matelski
Human Resources Manager, Dana Zahn
Prepared Date: July 7, 2023
Approved By:
Approved Date:

Summary: This position is customer-service-oriented and proactive in anticipating and resolving problems while maximizing the efficient use of computing resources. Under the direction of the Director of Information Technology, responsible for installing, maintaining, and supporting all network, servers, and storage equipment. Responsible for successfully operating and performing all core enterprise applications and working with key vendors to remediate all issues.

Essential Duties and Responsibilities: include the following. Other duties may be assigned.

- ***Execute Policies and Procedures***
 - Ensure that all production servers comply with organizational standards, established security policies, licensing agreements, and configuration guidelines.
 - Follow all IT-established processes for application service requests, network engineering releases, IT projects, system maintenance, and change requests.
- ***Architecture and Design***
 - Infrastructure Design – Studies the evolving computing demands of the organization and designs the compute-network-storage systems to meet emergent requirements.
 - Performance Modeling – Uses information on existing current performance and network traffic models, estimates future growth based on statistical analysis, and develops a transformation plan to increase capacity while limiting business disruption.
 - Architect and develop enterprise-wide IPv4 and IPv6 addressing and routing schemas focusing on department and application isolation.
 - Architect external WAN IP routing protocols for SD-WAN fault-tolerant data transfer in a multiple ISP environment. Design separate internal LAN routing protocols for site-to-site data transfers for on-campus computing networks.
 - Design secure wireless networks that use multifactor authentication methods and isolate internal network application access from guest-only Internet traffic.
 - Create security Access Control Lists (ACLs) that limit network communications following CJIS and HIPAA security practices.
- ***Setup and Deploy Infrastructure***
 - VMWare Host Virtualization – Configures and constantly optimizes the current virtual server hosting environment to ensure 99.99% operational availability and consistent server performance.
 - Provisions and upgrades VMWare servers within the hosting environment. New servers use standardized procedures and templates/policies to guarantee operational consistency.
 - Configure all VMWare vSwitches to create fault-tolerant uplink connections that trunk multiple VLANs

- Configure all SAN storage connections and optimize IOPs within centralized storage systems.
 - VMWare vCenter – Deploy and configure all vCenter management appliances and ensure that connectivity to VMWare host systems is operational and working without error.
 - HPE switches and APs – Deploy, configure, and manage all HPE networking equipment in Aruba Central using standardized policies. Ensure all equipment is fully provisioned and licensed within the portal.
 - Storage systems – Interface with contracted storage vendors to troubleshoot and remediate all SAN capacity and performance issues and expand storage systems to accommodate current and future growth. Schedule regular SAN critical and recommended OS and firmware updates with vendors bi-annually.
 - Create a central repository of all configuration files and regularly update the system with the latest changes.
 - Create virtual machine templates from a standardized Windows Server security baseline. Deploy all new virtual machine server requests from the defined templates.
 - Consolidate, maintain, and extend critical building infrastructure, including UPS, cooling, video surveillance, plant, and patch cable management.
- **Monitor Performance and Resolve Issues**
 - Proactively monitor all systems to identify potential conditions that could result in system outages or poor performance.
 - Develop, collect, and maintain metrics for system up-time and vital statistics.
 - Perform routine system maintenance to ensure stable and secure operations.
 - Actively monitor and remediate network performance and QoS issues across the organization's LANs, WANs, Internet, and wireless deployments.
- **Perimeter Security Systems**
 - Firewalls – Ensures all firewalls and security perimeter defense systems meet FIPS and CJIS compliance requirements and fully protect the internal network.
 - Interface with SIEM and MDR vendors for any detected security alerts or emergent security threats. Create a baseline of expected network traffic and run a comparative analysis against existing network traffic.
 - Ensure all firewall rules and policy changes are fully recorded as structured changed management records, and all implemented changes are compared against a defined change test plan. Maintain and archive all change management records for auditing purposes.
 - Perform an external and internal security penetration test with third-party experts for two years.
 - Participate in the annual DOJ/FBI CJIS audit with the Franklin Police Department.
- **Remediate Security Vulnerabilities**
 - Proactively identify security vulnerabilities, research, and propose corrective actions.
 - Review, evaluate, and deploy Windows service packs, hotfixes, system updates, and vendor-supplied firmware/patches per IT security policies.
 - Configure enterprise-wide password and auditing policies. Research System Information Event Management (SIEM) logs and alerts for potential security issues.
- **Backup and Recovery**
 - Maintain and configure virtual machine and physical server backups and guarantee all backup jobs successfully run to completion. This includes disk-to-disk and disk-to-tape archives.

- Monitor and test system backups and archives for data recovery, survivability, and open record request processing.
- Maintain offsite tape archives and rotate tapes per IT security policies.
- **User Provisioning & Security Auditing**
 - Provision and maintain user accounts within Active Directory, Microsoft Exchange, email filtering systems, and departmental applications following defined NIST 800-53 IT security policies and procedures.
 - Configure Active Directory group policies to control user state management and enterprise application configurations.
- **Inventory and Documentation**
 - Record and maintain all IT assets in the central asset database.
 - Document all network equipment and configurations, including LAN, WAN, Internet, and wireless deployments.
 - Accurately maintain system-run books and documentation for all servers and IT infrastructure.
 - Document all system problems and resolutions in the Helpdesk ticketing system and resolve incidents within the specified SLA.
- **Team Collaboration**
 - Collaborate with IT administrators or consultants to ensure adequate problem resolution and support across multiple platforms.
- **Improve Infrastructure & Toolsets**
 - Conduct research and recommend new infrastructure monitoring and troubleshooting tools.

Qualifications: To perform this job successfully, an individual must satisfactorily perform each essential duty. The requirements below represent knowledge, skill, and ability. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Education and Experience

Requirements

- Bachelor's Degree in Computer Science or Management Information Services (MIS)
- Must have 3-5 years of direct network and server planning, implementation, and support
- CompTIA Network+, CompTIA Server+, Cisco CCNA, Microsoft MCSA, VMWare VCA, or equivalent certification
- IPv4 and IPv6 switching and routing protocols.
- Microsoft Active Directory & DNS architecture and design
- Windows Server 2012-2022 configuration and networking
- Microsoft Azure hosted Exchange
- VMWare and vCenter 8.x

NOTE: Equivalent combinations of education and experience may be considered, including commensurate military experience.

Preferences

- Aruba Central wireless AP management
- Bitdefender Gravityzone Business Security
- Microsoft SQL Server 2012-2019
- Veeam Backup & Recovery
- VMWare Workspace One Mobility Management

- HP Proliant Servers & Management Tools
- HP/Aruba switches and routers
- Aruba 300 and 500 series clustered wireless access points

Other Skills and Abilities

- Advanced oral and written communication skills
- Attentiveness to detail, empathetic to customer needs
- High level of interpersonal skills to work with others effectively
- Ability to work under tight time constraints and varying degrees of stress
- Analytical, problem-solving, pattern-finding
- Ability to handle confidential information with discretion
- Ability to pass a security background check before employment.

Certificates, Licenses, Registrations: Valid Driver's License

Physical Demands: While performing the duties of this job, the employee is regularly required to sit, use hands to finger, handle, or feel and talk or hear. Maintaining equipment involves frequently using hand tools and testing equipment, requiring moderate dexterity. The employee must frequently stand, walk, and reach with hands and arms. The employee is occasionally required to climb, stoop, kneel, crouch, or crawl. The employee must be able to work in confined spaces, such as in vehicles or under/behind desks, etc. The employee must occasionally lift and move up to 40 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

Work Environment: While performing the duties of this job, the employee is typically in an office building environment. The employee may be required to travel to any of the City of Franklin municipal offices and is thus periodically exposed to outside weather conditions. The noise level in the work environment is usually moderate.

Miscellaneous: The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the employer's needs and requirements of the job change.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/19/2023
REPORTS & RECOMMENDATIONS	Authorize Wage Adjustment for Ryan Boos (Grade Level 3) to Hourly Rate \$27.38 - Account 01-0144-5111	ITEM NUMBER

Background

Ryan Boos initially started working with the City of Franklin as an IT consultant through Robert Half Technology. Before being employed as a permanent employee on September 13, 2021, he worked as a temporary helpdesk administrator for a year. Grade Level 3 is currently allocated to the "Helpdesk and User Support Administrator" position. The hourly pay for this position ranges from \$21.06 to \$27.38 (\$43,881 to \$56,953; median \$52,354). Ryan was recruited in 2021 and given a starting salary of \$22.25 per hour, slightly above his temporary pay at Robert Half.

Since being hired in 2021, Ryan's role and responsibilities have expanded to include providing helpdesk and application services at City Hall and becoming an expert in all systems at the Franklin Police Department. Ryan supports the core operational software, including Pro Phoenix, NetMotion VPN, TraCS, WatchGuard, and Microsoft SQL, and regularly works on servers and networking hardware at the PD. Ryan is currently executing tasks that are part of the "Server and Infrastructure Engineer" (Grade Level 8) job description, which is significantly outside the job description and skills of a helpdesk administrator.

There is currently only one Helpdesk and User Support Administrator and one Director of IT working in the IT Department. Despite having funding, the second FTE position will remain vacant in 2023. Until a new worker or consultant can be found and hired after passing the necessary CJIS background check, IT will continue to operate at 50% personnel levels for the foreseeable future. It is the recommendation of the Director of Administration and the Director of IT that Ryan Boos be placed at the maximum salary level for the current job description at Grade Level 3.

Corrective Action

The Grade Level 3 "Helpdesk and User Support Administrator" job description needs to be updated to include competencies and skills comparable to those defined in the job descriptions in other municipalities, and the grade level needs to be reevaluated as part of a larger comparison study. The existing job description is thought to be both uncompetitive and graded far below market. This assertion is supported by the failure to hire temporary workers as permanent employees in 2023. To reflect his increased abilities and active job obligations, the Directors of Finance and Administration recommend that Ryan Boos' hourly pay be increased from \$23.84 to \$27.38. A full analysis of the existing job description and assigned grade levels will be performed later.

Fiscal Impact

For 2023 funding of \$86,000 was assigned to Police Department Data Processing (01-0211-5214) for temporary services for Robert Half Technology and Heartland Business Systems. Additionally, funding was increased in the IT Salaries (FT) budget (01-0144-5111) from \$133,610 to \$183,048 to account for the hiring of Mary Steinhardt as a full-time employee and annual merit increases. Mary Steinhardt declined the job offer. Funds for the secondary full-time employee currently exist within 01-0144-5111 and can be used for the additional wage increase.

Estimated cost of hourly wages (est. 14 weeks):

- | | |
|--|------------|
| • Estimated cost of increased wages | \$1,982.40 |
| • Estimated cost of increased benefits (est 45%) | \$892.08 |
| Total Estimated 2023 Increase: | \$2,874.48 |

Assumptions

All wage increases will be carried over and planned for within the 2024 budget. All employees will continue at existing job descriptions and grade levels. Changes may be made in 2024 based on the results of a city-wide comprehensive study.

COUNCIL ACTION REQUESTED

Motion to authorize the hourly wage increase for Ryan Boos from \$23.84 to \$27.38/hr. Annual salary is estimated at \$56,953 with estimated corresponding benefits of \$25,628.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/17/2024
REPORTS & RECOMMENDATIONS	Approval of Temporary Assignment Pay for IT Director James Matelski. The Common Council May Enter Closed Session Pursuant to Wis. Stat. § 19.85(1)(c), Considering Employment, Promotion, Compensation or Performance Evaluation Data of Any Public Employee Over Which The Governing Body Has Jurisdiction Or Exercises Responsibility, And To Reenter Open Session At The Same Place Thereafter To Act On Such Matters Discussed Therein As It Deems Appropriate.	ITEM NUMBER D.14.

BACKGROUND

Director James Matelski, the City of Franklin's Director of Information Technologies, has demonstrated unparalleled dedication and professionalism. Over the last several months, he has been overextended due to various factors and events. Due to the critical nature of IT operations and the increasing challenges in maintaining the City's cybersecurity infrastructure, Director Matelski has worked 12-hour days, seven days a week.

In addition to his standard duties, Director Matelski has assumed Helpdesk support responsibilities for the past year. This role is typically outside the scope of his position but is necessary due to extreme understaffing in his department.

ANALYSIS

Increased Time Commitment

Director Matelski has consistently worked 12-hour days, seven days a week, increasing his weekly workload from the standard 40 hours to 84 hours. This increase of 44 hours per week equates to an additional 176 hours per month, nearly the equivalent of an additional month's worth of work every month.

Additional Job Duties

Director Matelski's involvement in Helpdesk support has ensured continuity in IT services despite understaffing. His efforts have prevented potential service disruptions and security vulnerabilities. Managing high-level IT strategy and day-to-day technical issues has added complexity and responsibility to his role.

Impact on Department Operations

Without Director Matelski's direct intervention, the City could have experienced significant disruptions in IT services, which would have affected overall City operations.

FISCAL IMPACT:

Proposed Temporary Assignment Pay

Given these factors, a Temporary Assignment Pay adjustment is proposed:

Option A: **Overtime Equivalence:** A calculated overtime rate of \$78.32/hour.

Option B: **Responsibility Premium:** A 15-25% increase in his current hourly rate of \$52.2106.

15% Increase: \$60.0422/hour = an annual increase of \$18,378.16.

20% Increase: \$62.6527/hour = an annual increase of \$23,808.

25% Increase: \$65.2633/hour = an annual increase of \$29,238.04.

Option C: Lump Sum Payment: Consider a lump sum payment of \$27,567.20 for three months of additional hours, calculated at 176 hours/month x 3 months x \$52.2106/hour.

Option D: As the Council deems appropriate.

RECOMMENDATION

Approve a Temporary Assignment Pay adjustment for IT Director James Matelski due to his extraordinary commitment to the City, as outlined in the justification above. The Common Council is requested to approve compensation Option A, Option B, or Option C (Option A: time and a half pay, Option B: increase 15-25% of current hourly rate of \$52.2106, Option C: lump sum payment from the Merit Pool Fund), or, Option D: as the Council deems appropriate, recognizing Director Matelski's exceptional service during extreme understaffing and increased workload.

COUNCIL ACTION REQUESTED

Motion to approve a Temporary Assignment Pay adjustment for IT Director James Matelski due to his extraordinary commitment to the City, as outlined in the justification above. The Common Council is requested to approve compensation either at time and a half pay, an increase of 15-25% of his current hourly rate of \$52.2106, a one-time lump sum from the Merit Pool Fund, or, as the Council deems appropriate.



To:

Common Council Members
Mayor John R. Nelson
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

From:

Kelly Hersh
Director of Administration
City of Franklin

Subject: Approval Request for Temporary Assignment Pay for IT Director James Matelski

Dear Mayor Nelson and Members of the Common Council,

I request your approval to provide Temporary or Interim Assignment Pay to James Matelski, the Director of Information Technologies. Director Matelski has demonstrated extraordinary dedication and professionalism, particularly in recent months. His efforts have exceeded the standard expectations, warranting special consideration under the City's Civil Service Personnel Administration Program.

As many of you know, Director Matelski has consistently worked 12-hour days, seven days a week, over the last several months. This intense commitment is driven by the critical nature of our IT operations and the increasing challenges we face in maintaining and enhancing our cybersecurity infrastructure. His exemplary handling of security concerns has been crucial in safeguarding our City's data and systems, and his leadership has ensured that our IT department continues to function efficiently under considerable pressure.

Given these exceptional circumstances, I propose the Common Council approve Temporary Assignment Pay for Director Matelski, as provided for under Section 3.19, "Temporary or Interim Assignment Pay," of the Civil Service Personnel Administration Program. While the City retains the discretion to determine the applicability and amount of such pay, it is important to acknowledge Director Matelski's contributions have far exceeded the expectations of his role. His unwavering dedication has been instrumental in preventing potential security breaches and ensuring the continuity of vital City services.

Recognizing Director Matelski's efforts through Temporary Assignment Pay aligns with the policies outlined in our employee handbook. It sends a clear message of support for our employees who go above and beyond their regular duties. This action will



City of Franklin

Kelly Hersh
Director of Administration

demonstrate our commitment to valuing hard work, dedication, and exceptional service to the City of Franklin.

I respectfully urge you to approve this request and give Director Matelski the recognition and compensation he deserves for his extraordinary contributions to our City.

Thank you for your consideration of this matter.

Sincerely,

Kelly Hersh
Director of Administration
City of Franklin

Celebrating Quality of Life

9229 West Loomis Road, Franklin, Wisconsin 53132-9630 | Phone (414) 858-1100 | Fax (414) 427-7627 | franklinwi.gov

Justification for Temporary Assignment Pay for Director James Matelski

Current Hourly Rate: \$52.21

Duration of Increased Workload: 12-hour days, seven days a week, for several months

Additional Duties: Helpdesk support due to understaffing for the past year

1. Increased Time Commitment

- Director Matelski has consistently worked 12-hour days, seven days a week, over the last several months. This amounts to a significant increase in his regular work hours:
 - Standard Weekly Hours: 40 hours
 - Current Weekly Hours: 84 hours (12 hours/day × 7 days/week)
- This increase of 44 hours per week (over 100% more than the standard workweek) is substantial. Over a month, this equates to an additional 176 hours of work, nearly the equivalent of an additional month's worth every month.

2. Additional Job Duties

Due to extreme understaffing within his department, Director Matelski has also assumed Helpdesk support responsibilities for the past year. This role typically falls outside the scope of his position as Director of Information Technologies and adds to his already substantial workload. Handling Helpdesk duties involves managing day-to-day technical issues, responding to service requests, and ensuring that the City's IT systems run smoothly, typically handled by lower-level staff or a dedicated support team.

Nature of these additional duties:

- **Technical Complexity:** Given the complexity of the City's IT infrastructure, the Director's involvement in Helpdesk support requires a basic response and advanced troubleshooting and resolution.
- **Responsibility:** Director Matelski is heavily burdened with overseeing both high-level IT strategy and day-to-day technical issues, requiring him to continuously shift focus between strategic and operational concerns.

3. Impact on Department Operations

- Director Matelski's involvement in Helpdesk support has ensured the continuity of IT services despite understaffing. Without his direct intervention, the City could have faced significant disruptions in IT services, leading to operational delays and potential security vulnerabilities.
- Additionally, his dedication to the role has allowed the City to maintain a high level of IT service quality, which is critical for the daily functioning of all departments. This has a significant impact on overall City operations, as nearly every department relies on IT infrastructure to perform its duties efficiently.

4. Proposed Temporary Assignment Pay

Given Director Matelski's extraordinary commitment, his involvement in additional duties typically outside the scope of his role, and the significant increase in his working hours, it is appropriate to consider a Temporary Assignment Pay adjustment.

This adjustment could be calculated based on the following:

- **Overtime Equivalence:** Salaried employees do not typically receive overtime, but the additional hours worked suggest that compensation could be calculated similarly. Director Matelski's overtime rate would be \$78.32/hour.
- **Responsibility Premium:** A percentage increase reflects the added complexity and responsibility of managing high-level IT strategy and Helpdesk operations.

A suggested increase could range between 15% and 25% of his current hourly rate, reflecting both the additional hours worked and the added duties undertaken.

Example Calculation:

15% Increase: $\$52.2106 \times 1.15 = \$60.0422/\text{hour}$ = an annual increase of \$18,378.16

20% Increase: $\$52.2106 \times 1.20 = \$62.6527/\text{hour}$ = an annual increase of \$23,808

25% Increase: $\$52.2106 \times 1.25 = \$65.2633/\text{hour}$ = an annual increase of \$29,238.04

- **Lump Sum Payment:** A payment of 176 hours x 3 months x \$52.2106/hour = \$27,567.20 from the Merit Pool, a fund created for this reason – to recognize when employees go above and beyond.

Considering these factors, a Temporary Assignment Pay adjustment within this range would fairly compensate Director Matelski for his exceptional service to the City. This would recognize his dedication and the critical nature of his contributions to maintaining the City's IT infrastructure during significant understaffing and increased workload.

IT STAFFING & COMPENSATION CHALLENGES

Challenges for IT:

- **Insourcing Attempts in 2020:**

- The timing for insourcing was particularly challenging.
- While many applications were received, qualifications varied widely.
- Several offers were made, but candidates either returned to previous jobs or failed to pass the background check.
- Dustin Zastrow (HBS) was dismissed on April 20, 2020. Ryan Boos was onboarded as a temporary employee through RHT in August 2021 and became a full-time employee in August 2022.
- RHT's Mary Steinhardt replaced Ann Woodroof (HBS) in December 2021. After a year, an attempt was made to onboard her in January 2023. However, Mary left in March 2023 when salary negotiations fell through, as her current RHT salary was \$6K above the grade level's maximum.
 - **The position has been vacant for over a year because the job classification is below market.**
 - Director Steeno and Mayor Olson preferred to address reclassification as part of a broader compensation study and new grade level matrix.
 - **The Director of IT has been performing Helpdesk functions for the past year.**

Inflation and Salary Adjustments:

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024*			Total 5y	Total 6y	Total 11y
BLS US Avg CPI				1.5	1.6	0.1	1.3	2.1	2.4	1.8	1.2	4.7	8.0	4.1	3.1			19.8	22.9	30.4
Inf Calculator	1.6	3.2	2.1	1.5	1.6	0.1	1.6	2.1	2.4	1.8	1.2	4.7	8.0	4.1	3.1			19.8	22.9	30.7
SSA COLA	0.0	3.6	1.7	1.5	1.7	0.0	0.3	2.0	2.8	1.6	1.3	5.9	8.7	3.2				20.7	20.7	27.5
CoF Annual Raise					1.0	1.5	2.0	1.5	2.0	1.5	2.0	2.5	2.0	2.0	3.0			10.0	13.0	21.0

* Jan only

Key Issues:

1. Competitive Market for IT:

- Like Finance and other positions at the City of Franklin, IT competes with the regional market, requiring salaries aligning with public and private sector positions. IT must compete beyond civil service roles.

2. Rigorous Background Checks:

- IT personnel undergo thorough background checks comparable to those of sworn police officers. Many candidates cannot pass this full background check, including checks for misdemeanors and restraining orders.
- Comparative departments often conduct only partial background checks, yet their Helpdesk roles are within the same grade structure without compensation adjustments for the more rigorous process in Franklin.

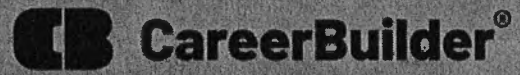
3. Salaries Below Market:

- The 65th percentile, adjusted for inflation, places the City of Franklin well below the market.
- My 2023 analysis shows Helpdesk positions ranging from \$46,536 to \$67,380, while Franklin's classification was \$42,952 to \$55,836—more than a standard deviation below the sample.
- The 2024 RHT Salary Survey (using Racine pricing) lists salaries as \$52,963, \$64,125, and \$75,763.
- The only viable strategy is to hire for a Helpdesk 1 position rather than the current Helpdesk 2/3 roles.
- Over the past 5-6 years, the average City of Franklin salary increase has been 10-13%, while the BLS CPI stands at 19.8%-22.9%, and SSA COLA at 20.7%. The 65th percentile places salaries 33% below top market rates, and with a 10-12% inflation adjustment, Franklin's salaries are over 40% below market, as reflected in the salary surveys.

4. Young Workforce Dynamics:

- IT is a young worker field, competing against the Gig Economy, where workers have little loyalty to a single employer. Independent contracting is becoming the norm, with younger workers increasingly pursuing self-employment, contract work, or content creation instead of traditional employment with pension benefits.

**AVERAGE LENGTH OF
TIME SPENT IN A ROLE,
BY GENERATION.**



BABY BOOMERS

57-75 years old

8 YEARS, 3 MONTHS

GEN-X

41-56 years old

5 YEARS, 2 MONTHS

MILLENNIALS

25-40 years old

2 YEARS, 9 MONTHS

GEN-Z

6-24 years old

2 YEARS, 3 MONTHS

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/17/2024
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM 02/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of September 17, 2024.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of September 17, 2024.



License Committee Agenda*
Franklin City Hall Health Wing
9229 West Loomis Road, Franklin, WI
September 17, 2024 – 4:45 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2024-2025 New 4:45 p.m.	Ashley Christen Ricky’s Double Barrel Inn			
Operator 2024-2025 New 4:55 p.m.	Pedro Mata Jr. Little Cancun Restaurant			
Operator 2024-2025 New	Oscar Cobian On The Border			
Operator 2024-2025 New	Ava Pesch No Location			
Operator 2024-2025 New	Christine Reich Mimosa			
Class A Combination Change of Agent 2024-2025	DBA CVS Pharmacy #5390 Wisconsin CVS Pharmacy LLC Mattie Washington, Agent 5220 W Rawson Avenue			

<p>Temporary Class "B" Beer & Wine</p>	<p>Franklin Public Library Foundation – Milwaukee on Tap: a fundraiser with John Gurda Person in Charge: Jennifer Loeffel Location: Franklin Public Library – 9151 W Loomis Rd Date of Event: 10/3/2024</p>			
<p>Extraordinary Entertainment & Special Event 5:05 p.m.</p>	<p>Zombie 5K/1 Mile Fun Run/Walk Person in Charge: Rachel Simon Location: Start & end at Dog Haus Biergarten in Ballpark Commons & through Oak Leaf Trail Date of Event: October 12, 2024</p>			
<p>Extraordinary Entertainment & Special Event 5:15 p.m.</p>	<p>Buffalo Bill's Pumpkin Farm Person in Charge: Jennifer Hinkel Location: 9612 W Oakwood Road, Franklin WI Date of Event: Friday's, Saturday's and Sunday's – September 27, 2024 through October 27, 2024</p>			
<p>ordinary Entertainment & Special Event 5:25 p.m.</p>	<p>Buffalo Bill's Haunted Trail Person in Charge: Jennifer Hinkel Location: 9612 W Oakwood Road, Franklin WI Date of Event: Friday's and Saturday's – October 4, 2024 through October 26, 2024</p>			
<p>Extraordinary Entertainment & Special Event 5:35 p.m.</p>	<p>Snowglobe Holiday Festival Person in Charge: Carinn Hoffman Location: 7035 S Ballpark Dr, Franklin WI Date of Event: Select Dates November 22, 2024 – December 30, 2024. 25 operation days.</p>			
<p>3.</p>	<p>Adjournment</p>	<p>Time:</p>		

*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.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/17/2024
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated August 30, 2024 through September 12, 2024, Nos. 199249 through Nos. 199420 in the amount of \$ 2,568,042.67. Also included in this listing are EFT Nos. 5808 through EFT Nos. 5821, Library vouchers totaling \$ 797.90, Tourism vouchers totaling \$ 1,330.25 and Water Utility vouchers totaling \$ 1,551,123.26.

Early release disbursements dated August 30, 2024 through September 11, 2024 in the amount of \$ 442,919.80 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 No. 528 dated September 2, 2024 in the amount of \$ 17,973.34. This payment has been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated September 6, 2024 is \$463,307.41, previously estimated at \$ 469,000. Payroll deductions dated September 6, 2024 are \$ 250,702.18, previously estimated at \$ 275,000.

The estimated payroll for September 20, 2024 is \$ 492,000 with estimated deductions and matching payments of \$ 519,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of September 12, 2024 in the amount of \$ 2,568,042.67
- Payroll dated September 6, 2024 in the amount of \$ 463,307.41 and payments of the various payroll deductions in the amount of \$ 250,702.18 plus City matching payments and
- Estimated payroll dated September 20, 2024 in the amount of \$ 492,000 and payments of the various payroll deductions in the amount of \$ 519,000, plus City matching payments.

ROLL CALL VOTE NEEDED