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

CITY OF FRANKLIN COMMON COUNCIL MEETING FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS 9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN AGENDA* TUESDAY JULY 16, 2024 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- G. 1. A Resolution in Ratification of a Proclamation to Authorize the Remote Attendance of an Alderperson at Common Council Meetings Upon Temporary Health Circumstances Pertaining to the Alderperson Not Allowing for Physical Mobility to Attend the Meeting in Person and the Availability of a Quorum for the Meeting.
- B. 1. Citizen Comment Period.
 - 2. A Proclamation in Recognition of Municipal Judge Frederick F. Klimetz.
- C. Approval of Minutes:
 - 1. Regular Common Council Meeting of July 2, 2024.
 - 2. Special Common Council Meeting of July 9, 2024.
- D. Hearings.
- E. Organizational: Mayoral Appointments:

Mayoral Aldermanic Appointments:

- (a) Alderman Jon Peccarelli-Finance Committee, 1 year unexpired term expiring 04/15/25.
- (b) Alderman Jon Peccarelli-Civic Celebration, 2 year unexpired term expiring 06/30/26.
- (c) Alderman Jon Peccarelli-Personnel Committee, 3 year unexpired term expiring 04/14/25.

Mayoral Boards and Commission Appointments:

- (a) Mira Kresovic, 8810 S. 51St St., Ald. Dist. 4-Community Development Authority, 4 year unexpired term expiring 08/30/24.
- (b) Mira Kresovic, 8810 S. 51st St., Ald. Dist. 4-Community Development Authority, 4 year term expiring 08/30/28.
- F. Letters.

G. Reports and Recommendations:

- 2. A Resolution Authorizing the Installation of a Fence Within the west 10-foot and the south 15-foot Drainage Easement Upon Lot 22, Block 30 in Southwood East Addition No. 8, being a subdivision of parts of the SE 1/4 of the SE 1/4 of Section 23, and the NW 1/4 of the SW 1/4 of Section 24, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (4449 W. Central Ave.) (TKN 881-0077-000) (Nickolas & Angelica Catarozoli, Applicant).
- 3. A Resolution Authorizing Certain Officials to Execute a Master Equity Lease Agreement, a Full Maintenance Agreement, a Consignment Auction Agreement, an Agreement to Sell Customer Vehicles, a Government Credit Application, and a Maintenance Management and Fleet Rental Agreement with "Enterprise Entities" (Enterprise FM Trust, Enterprise Fleet Management, Inc., etc.) to Reduce the Cost of Acquiring, Owning and Maintaining Fleet Vehicles.
- 4. Motion to approve the Franklin Health Department to accept monetary donations in the amount of \$300 from the Franklin Lioness Club.
- 5. A Resolution Authorizing the Issuance and Sale of approximately \$1,980,000 General Obligation Promissory Notes, Series 2024A.
- 6. A Resolution Authorizing Certain Officials to Execute a Performance Contract and Schedule 5 Supplemental Terms & Conditions Agreements with Johnson Controls, Inc. in furtherance of the Master Energy Services Agreement previously entered into with Johnson Controls, Inc., to implement Energy Efficiency, Safety, Security and Renewable Energy Measures at Various City Buildings and Infrastructure.
- 7. Request council approval for the Fire Department to accept a \$300.00 public donation from the Franklin Lioness Lions Club.
- 8. Motion to allow the Director of Health and Human Services to accept the 2024 Division of Public Health Consolidated Contracts to continue funding health department grants.
- 9. An Ordinance to amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budgets for the Capital Outlay Fund and Capital Improvement Fund to Transfer and Repurpose Unused Appropriations for the Johnson Controls Comprehensive Efficiency Program Project.
- 10. A Resolution authorizing Certain Officials to Execute a Sponsorship Agreement with Saputo Cheese USA Inc. for the funding of the Kayla's Playground Floor Replacement Project.
- 11. Antoine L. Williams Alcohol Beverages New Operator License Application.
- 12. A Resolution to Grant an Underground Distribution Easement to Wisconsin Electric Power Company at 8120 S. Lovers Lane Road (TKN 801-9986-000).
- 13. A Resolution Allowing the Claim of Greg Nisenbaum Related to the Assessment on TKN 747-9979-001.
- 14. Polish Heritage Alliance, Inc. v City of Franklin, Milwaukee County Circuit Court Case No 2023-CV-9073. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the

subject litigation, 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 July 16, 2024.
- I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

[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:

July 18	Plan Commission	6:00 p.m.
August 5	National Night Out	5:30 p.m. to 8:30 p.m.
August 6	Common Council Meeting	6:00 p.m.
August 9	Plan Commission	6:00 p.m.
August 13	Fall Partisan Primary	7:00 a.m8:00 p.m.

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



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE July 16, 2024
REPORTS AND RECOMMENDATIONS	A Resolution in Ratification of A Proclamation to Authorize the Remote Attendance of an Alderperson at Common Council Meetings Upon Temporary Health Circumstances Pertaining to the Alderperson Not Allowing for Physical Mobility to Attend the Meeting In Person and the Availability of a Quorum for the Meeting	H, 1.

Attached is a copy of the above-entitled Resolution, and the Mayoral Proclamation.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution in Ratification of A Proclamation to Authorize the Remote Attendance of an Alderperson at Common Council Meetings Upon Temporary Health Circumstances Pertaining to the Alderperson Not Allowing for Physical Mobility to Attend the Meeting In Person and the Availability of a Quorum for the Meeting.

CITY OF FRANKLIN

MILWAUKEE COUNTY draft 7/10/24

RESOLUTION NO. 2024-____

A RESOLUTION IN RATIFICATION OF A PROCLAMATION TO AUTHORIZE THE REMOTE ATTENDANCE OF AN ALDERPERSON AT COMMON COUNCIL MEETINGS UPON TEMPORARY HEALTH CIRCUMSTANCES PERTAINING TO THE ALDERPERSON NOT ALLOWING FOR PHYSICAL MOBILITY TO ATTEND THE MEETING IN PERSON AND THE AVAILABILITY OF A QUORUM FOR THE MEETING

WHEREAS, there is a scheduled regular Common Council meeting on July 16, 2024, on which date Alderperson Mike Barber is not able to physically attend in person due to a recent orthopedic surgery; and

WHEREAS, the Mayor, as the Presiding Officer of the Common Council, under the foregoing circumstances and that another Alderperson was not able to attend the next Common Council meeting on July 2, 2024, issued a Proclamation to Authorize the Remote Attendance of an Alderperson at Common Council Meetings Upon Temporary Health Circumstances Pertaining to the Alderperson Not Allowing for Physical Mobility to Attend the Meeting In Person and the Availability of a Quorum for the Meeting; and

WHEREAS, the Common Council having considered the recent current circumstances of Alderperson Barber's current health related temporary inability to physically attend a meeting, and the public interest in addressing the subject matters currently awaiting review and decision by the Common Council; and the Common Council having recognized that the Proclamation is in effect for the July 16, 2024 meeting for process purposes at the commencement of the July 16, 2024 Common Council meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the action of the Mayor of the City of Franklin in issuing a Proclamation to Authorize the Remote Attendance of an Alderperson at Common Council Meetings Upon Temporary Health Circumstances Pertaining to the Alderperson Not Allowing for Physical Mobility to Attend the Meeting In Person and the Availability of a Quorum for the Meeting, as it applies to the July 16, 2024 meeting, and the terms and provisions of the Proclamation, while not all factual circumstances set forth therein currently remain but of important concern is the physical inability of a District Alderperson to attend the meeting in person, be and the same are hereby ratified and confirmed, and the terms and provisions of the Proclamation are incorporated herein, and it is recognized that the Proclamation was in effect for the July 16, 2024 meeting for process purposes at the commencement of the July 16, 2024 Common Council meeting, and the Common Council primarily recognizes the need to allow for remote attendance due to temporary health circumstances pertaining to the Alderperson not allowing for physical mobility to attend the meeting.

	Introduced at a regular mee	ting of the Commor	Council of the	City of Franklin this	3
day of	, 2024.			-	

RESOLUTION NO. 2024 Page 2	
Passed and adopted at a regular methis day of, 2024.	eeting of the Common Council of the City of Franklin
	APPROVED:
	John R. Nelson, Mayor
ATTEST:	
Shirley J. Roberts, City Clerk	
AYES NOES ABSENT	

A PROCLAMATION TO AUTHORIZE THE REMOTE ATTENDANCE OF AN ALDERPERSON AT COMMON COUNCIL MEETINGS UPON TEMPORARY HEALTH CIRCUMSTANCES PERTAINING TO THE ALDERPERSON NOT ALLOWING FOR PHYSICAL MOBILITY TO ATTEND THE MEETING IN PERSON AND THE AVAILABILITY OF A QUORUM FOR THE MEETING

WHEREAS, there is a regularly scheduled Common Council meeting on July 2, 2024, on which date there is a vacancy in the Office of an Alderperson, and another Alderperson is not able to attend, and Alderperson Mike Barber is not able to physically attend in person due to a recent orthopedic surgery; and

WHEREAS, having considered the recent current circumstances of Alderperson Barber's current health related temporary inability to physically attend a meeting, and the need for the Common Council to meet and the current circumstances with regard to having a quorum of the Common Council in attendance, and the public interest in addressing the subject matters currently awaiting review and decision by the Common Council, and also that there may be needs for Special Common Council meetings in addition to the regularly scheduled meetings; and

WHEREAS, under the foregoing circumstances, as the Presiding Officer of the Common Council, I hereby determine that it is necessary to authorize the remote attendance at Common Council and Special Common Council meetings by Alderperson Mike Barber until his temporary physical inability to attend the meetings has cured and ended.

NOW, THEREFORE, BE IT PROCLAIMED, that I, John R. Nelson, Mayor of the City of Franklin, Wisconsin, on behalf of all of the Citizens of Franklin and the staff of City government, hereby declare, as follows:

- 1. Due to Alderperson Mike Barber's current temporary physical inability to attend Common Council and Special Common Council meetings in person, I hereby authorize the remote attendance at such meetings by Alderperson Barber until his temporary physical inability to attend the meetings has cured and ended.
- 2. I may rescind this Proclamation notwithstanding the foregoing provision 1., upon the occurrence of circumstances not existing or known at this time, and for which there would be a reasonable basis in the interest of the public and proper governmental process.
- 3. This Proclamation shall be in full force and effect upon the date of the execution hereof, full force and effect including at the commencement of any forthcoming Common Council or Special Common Council meeting.

Dated this 27th day of June, 2024.

John R. Nelson, Mayor

A PROCLAMATION IN RECOGNITION OF THE HONORABLE FREDERICK F. KLIMETZ

WHEREAS, Frederick F. Klimetz has completed an incredible term of his life of substantial service to the Public, assisting in always working towards and protecting the health, safety and welfare of the Community, its Residents and its Guests, as the City of Franklin Municipal Judge, from May 1, 2006 through the month of April 2024; and

WHEREAS, prior to serving the Public as Municipal Judge, Frederick F. Klimetz served as the Mayor of the City of Franklin for the vast majority of the years from April, 1990, to April, 2005, for which he received Resolutions from the Common Council commending him and in his honor for his service, during which years Franklin was one of the fastest growing municipalities in the State of Wisconsin; and

WHEREAS, Frederick F. Klimetz, "Fred", additionally through all the years has been serving humanity in his practice of law, since his graduation year of 1976 from Willamette University College of Law, and is continuing his practice and service for the people; and

WHEREAS, in addition, in addition, in addition, Fred is serving as the Business Sector Partner Representative for Volition Franklin, a positive force for changes in the Franklin Community, a coalition that works to prevent alcohol, tobacco and other drug use by educating young people to make informed decisions, in coordination with the City of Franklin Health Department to support the efforts to prevent and reduce substance misuse among youth; and

WHEREAS, Fred has spent his life in the service of others, and continues to do so.

NOW, THEREFORE, BE IT PROCLAIMED, that I, John R. Nelson, Mayor of the City of Franklin, Wisconsin, on behalf of all of the Citizens of Franklin, hereby express our gratitude, for the incredible over thirty years of public service received upon the work of Frederick F. Klimetz, and in recognition and honor of Frederick F. Klimetz, and appreciation for the services he continues to provide. Good Luck and God Speed, Fred.

	Presented to the Community and the People of the City of Franklin this	7th Day	of May,
2024.	•	•	•

John R. N	Velson, Ma	ayor	



CITY OF FRANKLIN COMMON COUNCIL MEETING JULY 2, 2024 MINUTES

ROLL CALL

A.

The regular meeting of the Franklin Common Council was held on July 2, 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: Alderwoman Eichmann, Alderman Hasan, Alderwoman Day, Alderman Barber and Alderman Craig. First District Aldermanic seat is vacant. Also, in attendance were Director of Administration Kelly Hersh, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and Deputy City Clerk Maggie Poplar.

RES. 2024-8173 REMOTE ATTENDANCE TEMPORARY HEALTH CIRCUMSTANCES

G.1. Alderwoman Eichmann moved to adopt Resolution No. 2024-8173, A RESOLUTION IN RATIFICATION OF A PROCLAMATION TO AUTHORIZE THE REMOTE ATTENDANCE OF AN ALDERPERSON AT COMMON COUNCIL MEETINGS UPON TEMPORARY HEALTH CIRCUMSTANCES PERTAINING TO THE ALDERPERSON NOT ALLOWING FOR PHYSICAL MOBILITY TO ATTEND THE MEETING IN PERSON AND THE AVAILABILITY OF A QUORUM FOR THE MEETING. Seconded by Alderman Craig. All voted Aye; motion carried.

CITIZEN COMMENT

B. Citizen comment period was opened at 6:33 p.m. and was closed at 6:50 p.m.

MINUTES JUNE 18, 2024

C.. Alderman Craig moved to approve the minutes of the Regular Common Council Meeting of June 18, 2024, as presented. Seconded by Alderman Barber. All voted Ave; motion carried.

POST-EVENT REVIEW ROC TACOS & TEQUILA AND PHASE FEST 2024

G.2. Alderman Craig moved to receive and place on file the Post-Event Review of ROC Ventures Tacos & Tequila and Phase Fest 2024. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

ORD. 2024-2624 AMEND § 15-3.0443 OF UNIFIED DEVELOPMENT ORD. FOR WELCOME CENTER AND CHANGES AT CONSERVANCY FOR HEALING AND HERITAGE

G.3.

Alderwoman Eichmann moved to adopt Ordinance No. 2024-2624, AN ORDINANCE TO AMEND §15-3.0433 OF THE UNIFIED DEVELOPMENT ORDINANCE, PLANNED DEVELOPMENT DISTRICT NO. 28 (POLISH FESTIVALS, INC. – POLISH COMMUNITY CENTER) TO ALLOW FOR A WELCOME CENTER AND CHANGES TO THE HEALING GARDEN AND NATURE TRAILS AT THE CONSERVANCY FOR HEALING AND HERITAGE (CONSERVANCY FOR HEALING AND HERITAGE, INC., SUSAN A. RABE, CEO AND EXECUTIVE DIRECTOR, APPLICANT) (6941 S. 68TH ST.). Seconded by Alderman Hasan. All voted Aye; motion carried.

RES 2024-8172 WISCONSIN DEPARTMENT OF NATURAL RESOURCES COMPLIANCE REPORT	G.4.	Alderwoman Eichmann moved to authorize Resolution No. 2024-8172, A RESOLUTION APPROVING THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES NR-208 COMPLIANCE MAINTENANCE REPORT FOR YEAR 2023. Seconded by Alderman Hasan. All voted Aye; motion carried.
RES. 2024-8174 LANDSCAPE BUFFERYARD EASEMENT AT 11607 W RYAN RD	G.5.	Alderman Craig moved to adopt Resolution No. 2024-8174, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE BUFFERYARD EASEMENT FOR AND AS PART OF THE APPROVAL OF A CERTIFIED SURVEY MAP UPON PROPERTY LOCATED AT 11607 W. RYAN RD. (BOOMTOWN, LLC, PROPERTY OWNER). Subject to technical changes to signature execution provisions to Landscape Bufferyard Easement. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
RES. 2024-8175 CONSERVATION EASEMENT AT 11607 W RYAN RD	G.6.	Alderman Craig moved to adopt Resolution No. 2024-8175, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE APPROVAL OF A CERTIFIED SURVEY MAP UPON PROPERTY LOCATED AT 11607 W. RYAN RD. (BOOMTOWN, LLC, PROPERTY OWNER). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
AMENDMENT TO KONICA MINOLTA AGREEMENT	G.7.	Alderwoman Eichmann moved to table the Professional Services Agreement between the City of Franklin and Konica Minolta Business Solutions USA – All Covered, Inc. to provide external and internal penetration testing and reporting services – Funded by Account No. 01-0144-5299. Seconded by Alderman Craig. All voted Aye; motion carried.
FLOODPLAIN INSURANCE RATE MAPS	G.8.	Review and place on the Draft Floodplain Ordinance Update to include provisions for participation in WI Act 175, and/or the Federal Emergency Management Agency (FEMA) Community Rating System.
FLOODPLAIN VIOLATION RESOLUTION PROGRAM	G.9.	Alderwoman Eichmann moved to receive and place on file the Federal Emergency Management Agency's (FEMA) Floodplain Violation Resolution Program. Seconded by Alderman Hasan. All voted Aye; motion carried.
BLOCK GRANT 2025	G.10.	Alderman Craig moved to authorize the Director of Administration to submit Letters of Support for the Eras Senior Network, Inc. Faith in

Action Milwaukee County Program for \$5,000 and Oak Creek Salvation Army–Homelessness Program for \$3,000; to submit a project application for the Franklin Senior Community Health Educational

G.11.

Program for \$5,000; and to submit a project application for a 2025 Franklin Home Repair Grant Program, administered directly through Milwaukee County, for \$65,000, by the deadline date of July 31, 2024. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

ORD. 2024-2625 CHANGE IN PERMITTED AND SPEICAL USE FOR RELIGIOUS ORGANIZATIONS

Alderman Barber moved to adopt Ordinance No. 2024-2625, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT **ORDINANCE TABLE** 15-3.0603 **STANDARD TEXT** AT INDUSTRIAL CLASSIFICATION TITLE NO. 8661 "RELIGIOUS ORGANIZATIONS" TO ALLOW SUCH USE AS A PERMITTED USE IN THE B-4 SOUTH 27TH STREET MIXED USE COMMERCIAL DISTRICT AND CC CITY CIVIC CENTER DISTRICT, AND AS A SPECIAL USE IN THE OL-2 GENERAL BUSINESS OVERLAY DISTRICT AND P-1 PARK DISTRICT, AS WELL AS UNCLASSIFIED USE "CHURCH OR OTHER PLACE OF WORSHIP" AS A PERMITTED USE IN THE B-4 DISTRICT, CC DISTRICT, I-1 INSTITUTIONAL DISTRICT, AS WELL AS A SPECIAL USE IN THE OL-2 DISTRICT AND P-1 PARK DISTRICT (CITY OF FRANKLIN, APPLICANT). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

ORD. 2024-2626 AMEND BUDGET FIRE DEPARTMENT BUILDING MAINTENANCE G.12. Alderwoman Eichmann moved to adopt Ordinance No. 2024-2626, AN AMEND ORDINANCE 2023-2569, ORDINANCE TO ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR GENERAL **FUND** TO TRANSFER \$5,933.00 CONTINGENCY APPROPRIATIONS TO FIRE DEPARTMENT BUILDING MAINTENANCE SYSTEMS APPROPRIATIONS FOR UNPLANNED FACILITY REPAIRS AT FIRE STATION 1 AND 3. Seconded by Alderman Hasan. On roll call; all voted Aye. Motion carried.

FACILITY REPAIR AT FIRE STATIONS 1 AND 3

G.13. Alderman Hasan moved to allocate \$5,933.00 from Unrestricted Contingency Fund (01-0199-5499) for uplanned facility repairs at Fire Station 1 and 3, including an air conditioner replacement and plumbing repair from Fund (01-0221-5557). Seconded by Alderwoman Eichmann, All voted Aye; motion carried.

RES 2024-8176 CERTIFY A NON-TRADITIONAL PUETZ PATHWAY PROJECT G.14.

Alderwoman Eichmann moved to adopt Resolution No. 2024-8176, A RESOLUTION TO "CERTIFY A NON-TRADITIONAL PROJECT ADMINISTRATION AND DELIVERY FOR THE PUETZ PATHWAY (WISCONSIN DEPARTMENT OF TRANSPORTATION PROJECT ID 2976-04-01/71") FOR A PATHWAY PROJECT ALONG W. PUETZ RD. FROM W. ST. MARTINS ROAD TO S. 76TH ST. Seconded by Alderman Hasan. All voted Aye; motion carried.

SALES OF SURPLUS

G.15. Alderman Craig moved to review and place on file the results of the

VEHICLES AND EQUIPMENT

Department of Public Works sale of Surplus Vehicles and Equipment. Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2024-8177 AWARD CAMOSY INC 2024 DEPARTMENT PUBLIC WORKS EXPANSION

G.17.

G.16. Alderman Hasan moved to adopt Resolution No. 2024-8177, A RESOLUTION TO AWARD 2024 DPW EXPANSION AT 7979 W. RYAN RD. (TKN 896 9990 001) TO CAMOSY INCORPORATED IN THE AMOUNT OF \$2,827,700.00. Seconded by Alderman Barber. All voted Aye; motion carried.

2024 TRICK OR TREAT

Alderwoman Eichmann moved to establish Saturday, October 26th, 2024, from 4-7 p.m., for the Halloween Trick or Treat observance in the City of Franklin. Seconded by Alderman Barber. On a roll call Alderwoman Eichmann, Alderman Hasan, Alderman Barber voted Aye, Alderman Craig voted No. Motion carried. (3-1-1)

DIVISION OF PUBLIC HEALTH CONSOLIDATE CONTRACT

G.18. Alderman Barber moved to authorize the Director of Health and Human Services to accept the Division of Public Health Consolidate Contract. Seconded by Alderman Craig. All voted Aye; motion carried.

2024 HEALTH WING AV SYSTEM

G.19. Alderwoman Eichmann moved to approve the amendment and authorization for the Director of Health and Human Services to execute a contract with Metro Sound & Video for the 2024 Health Wing AV System project to change the insurance provisions and to add contractor contact and project start date information. Also, technical changes approved by the Director of Health Services, Director of Administration and City Attorney. Seconded by Alderman Craig. All voted Aye; motion carried.

FEBRUARY 2024 MONTHLY FINANCIAL REPORT

G.20. Alderman Hasan moved to receive and place the February 2024 monthly financial report on file. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

STAFF ROTH OPTIONS

G.21. Alderman Hasan moved to authorize staff to execute the necessary documents to add the Roth option to Mission Square and Northshore 457(b) plans. Seconded by Alderman Craig. All voted Aye; motion carried.

MARCH 2024 MONTHLY FINANCIAL REPORT

G.22. Alderman Craig moved to receive and place the March 2024 monthly financial report on file. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

RES. 2024-8178 UTILITY ADJUSTMENT AND INSTALLATION OF A

G.23. Alderman Craig moved to adopt Resolution No. 2024-8178, A RESOLUTION TO SUBMIT NON-PARTICIPATING LETTER TO WISCONSIN DEPARTMENT OF TRANSPORTATION FOR UTILITY ADJUSTMENTS ALONG STH 100 (WEST RYAN

G.24.

PATHWAY ON STH 100 ROAD) FROM SOUTH 60TH STREET TO WEST ST. MARTINS ROAD, IN THE AMOUNT OF \$89,355.00. Seconded by Alderman Hasan. All voted Aye; motion carried.

REVISIONS TO PERSONNEL COMMITTEE Alderman Barber moved to approve updated Personnel Committee Administrative Rules and Procedures as discussed and to include that (Section 4) the Director of Administration is the person selecting the Department on a random basis and the rotation of employees on a monthly basis. Also to note the "see how this goes" and if it is a successful implementations to amend Municipal Code Section 10-12 noting the non-voting ex-officio members. Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. 2024-8179 AMENDMENT 1 LOVERS LANE WATER TRANSMISSION G.25. Moved to adopt Resolution No. 2024-8179, A RESOLUTION TO AWARD AMENDMENT 1 TO APPLIED TECHNOLOGIES, INC FOR CONSTRUCTION RELATED SERVICES FOR THE LOVERS LANE WATER TRANSMISSION MAINS AND ELEVATED WATER STORAGE TANK IN THE AMOUNT OF \$157,250 and minor changes to draft Amendment 1 by the City Engineer and City Attorney. Seconded by Alderman Craig. All voted Aye; motion carried.

CLOSED SESSION TID G.26.
5 COLLECTION
COSTS AND
EXPENSES AND
AGREEMENT
PROVISIONS

Alderman Eichmann moved to enter closed session at 7:57 p.m. pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 5 Development Agreement shortfall and payment in lieu of taxes and collection costs and expenses and related agreements provisions, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 8:31 p.m., Alderman Craig moved to direct staff to proceed as discussed in closed session. Seconded by Alderman Hasan. All voted Aye; motion carried.

CLOSED SESSION
POTENTIAL
DEVELOPMENT AT
S. OAKWOOD PARK
DR AND W. RYAN RD

G.27.

Alderman Hasan motioned to enter closed session at 8:32 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the propert(ies) at the southeast corner of South Oakwood Park Drive and West Ryan Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as

G.28.

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

Upon reentering open session at 8:42 p.m., no action taken.

CLOSED SESSION
PUBLIC RECORDS
RELATED TO
COMMON COUNCIL
CONSIDERATION OF
CODE OF CONDUCT
COMPLAINTS

Alderman Barber moved to enter closed session at 8:43 p.m. pursuant to Wis. Stat. § 19.85(1)(f), considering financial, medical, social, or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, and public records in relation thereto and Wis. Stat. § 905.03 Lawyer-Client Privilege and Wis. Stat. § 19.35(1) Right to Inspection, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 9:25 p.m., Alderwoman Eichmann moved to proceed as discussed in closed session. Seconded by Alderman Barber. All voted Aye; motion carried.

LICENSES AND PERMITS

Alderman Craig moved to approve License Committee Meeting Minutes of July 2, 2024, Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

Grant Extraordinary Entertainment & Special Event to: Victory of the Lamb Inc.—Victory Block Party, Michael Babler, 11120 W Loomis Rd, 7/20/24; Federation of Croatian Societies—90th Annual Croatian Societies—90th Annual Croatian Festival, Thomas Krenz, 9100-9140 S 76th St, 7/20/24;

Grant Temporary Entertainment & Amusement to Ken Windl Park Pavilion Rental-Birthday Party (With Bounce House), Maribella Colon, 11615 W Rawson Ave, 7/28/24;

Grant 2024-25 New Operator License to: Patricia Estrada, Rebecca Knuth, Allie Lemay, Krystal Rogan, Natalie Stublaski;

Grant 2024-25 Renewal Operator License to: David Goehring, Susanmarie Sinda; and

Hold 2024-25 Renewal Operator License for Appearance to Victoria Pitts.

VOUCHERS AND PAYROLL

I. Alderman Craig moved to approve City vouchers with an ending date of June 27, 2024, in the amount of \$ 1,646,985.11 and payroll dated June 28, 2024 in the amount of \$ 482,578.50 and payments of the various payroll deductions in the amount of \$ 618,532.70, plus City matching payments and estimated payroll dated July 12, 2024 in the

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amount of \$ 470,000 and payments of the various payroll deductions in the amount of \$ 275,000, plus City matching payments. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

Alderwoman Eichmann moved to adjourn the meeting of the Common Council at 9:28p.m. Seconded by Alderman Hasan. All voted Aye; motion carried.



CITY OF FRANKLIN SPECIAL COMMON COUNCIL MEETING JULY 9, 2024 MINUTES

ROLL CALL

A. The regular meeting of the Franklin Common Council was held on July 9, 2024, and was called to order at 6:20 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: Alderwoman Eichmann, Alderman Hasan, Alderwoman Day, Alderman Barber and Alderman Craig. First District Aldermanic seat is vacant. Also, in attendance were Director of Administration Kelly Hersh, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts.

RES. 2024-8181
REMOTE
ATTENDANCE
TEMPORARY
HEALTH
CIRCUMSTANCES

G.1. Alderman Hasan moved to adopt Resolution No. 2024-8181, A RESOLUTION IN RATIFICATION OF A PROCLAMATION TO AUTHORIZE THE REMOTE ATTENDANCE OF AN ALDERPERSON AT COMMON COUNCIL MEETINGS UPON TEMPORARY HEALTH CIRCUMSTANCES PERTAINING TO THE ALDERPERSON NOT ALLOWING FOR PHYSICAL MOBILITY TO ATTEND THE MEETING IN PERSON AND THE AVAILABILITY OF A QUORUM FOR THE MEETING. Seconded by Alderman Craig. All voted Aye; motion carried.

CITIZEN COMMENT

B. Citizen comment period was opened at 6:28 p.m. and was closed at 6:28 p.m.

RES. 2024-8180
PUBLIC SERVICE
COMMUNICATIONS
NEAR THE
MUNICIPAL WATER
TOWER

G.2. Alderwoman Eichmann moved to adopt Resolution No. 2024-8180, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A FIRST AMENDMENT TO LICENSE AGREEMENT WITH THE CITY OF MILWAUKEE FOR THE INSTALLATION AND OPERATION OF ADDITIONAL PUBLIC SAFETY COMMUNICATIONS FACILITIES AT AND NEAR THE MUNICIPAL WATER TOWER AT 7401 W. PUETZ RD.; and authorize the Mayor and staff to execute and deliver a letter to Milwaukee County noting the City approval of the additional Public Safety Communications facilities to be provided by the City of Milwaukee at the 7401 W. Puetz Rd. property, in such final form as prepared by the Mayor and staff. Seconded by Alderman Hasan. All voted Ave; motion carried.

Alderman Barber joined the meeting at 6:30 p.m.

1ST DISTRICT ALDERPERSON APPLICANTS

E. City Clerk Roberts drew names by lot for the order of presentations from First District Alderperson applicants who submitted letters of interest for appointment to fill the vacancy created by the resignation of Alderman Edward Holpfer. Each applicant was allotted up to eight minutes, and the order was as follows: Doug Schmidt, Jon Peccarelli and Clarke Johnson.

The City Clerk then drew names by lot of the Aldermen for the order of asking up to two questions, the same question for all applicants, with the order being Alderman Barber, Alderman Hasan, Alderwoman Day, Alderwoman Eichmann and Alderman Craig.

Upon completion of the presentations and question/answer process, the Aldermen voted on paper ballots as follows: Alderwoman Eichmann voted for Jon Peccarelli, Alderman Hasan voted for Clarke Johnson, Alderwoman Day voted for Jon Peccarelli, Alderman Barber voted for Clarke Johnson and Alderman Craig voted for Jon Peccarelli. Vote was three for Jon Peccarelli and two for Clarke Johnson. Majority vote went to Jon Peccarelli.

OATH OF OFFICE

The Oath of Office was administered to Alderman Peccarelli by the City Clerk. Alderman Peccarelli then took his seat as First District Alderman.

ADJOURNMENT

H.

Alderman Peccarelli moved to adjourn the meeting of the Common Council at 7:48 p.m. Seconded by Alderman Hasan. All voted Aye; motion carried.

APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE 7-16-2024
ORGANIZATIONAL BUSINESS	Boards and Commission Appointments	ITEM NUMBER E.

Mayoral Aldermanic Appointments:

- (a) Alderman Jon Peccarelli-Finance Committee, 1 year unexpired term expiring 04/14/25.
- (b) Alderman Jon Peccarelli-Civic Celebration, 2 year unexpired term expiring 06/30/26.
- (c) Alderman Jon Peccarelli-Personnel Committee, 3 year unexpired term expiring 04/14/25.

Mayoral Boards and Commission Appointments:

- (a) Mira Kresovic, 8810 S. 51st St., Ald. Dist. 4-Community Development Authority, 4 year unexpired term expiring 08/30/24.
- (b) Mira Kresovic, 8810 S. 51st St., Ald. Dist. 4-Community Development Authority, 4 year term expiring 08/30/28.

COUNCIL ACTION

Motion to confirm the following Mayoral Commission Appointments:

Mayoral Aldermanic Appointments:

- (a) Alderman Jon Peccarelli-Finance Committee, 1 year unexpired term expiring 04/15/25.
- (b) Alderman Jon Peccarelli-Civic Celebration, 2 year unexpired term expiring 06/30/26.
- (c) Alderman Jon Peccarelli-Personnel Committee, 3 year unexpired term expiring 04/14/25.

Mayoral Boards and Commission Appointments:

- (a) Mira Kresovic, 8810 S. 51st St., Ald. Dist. 4-Community Development Authority 4 year unexpired term expiring 08/30/24.
- (b) Mira Kresovic, 8810 S. 51st St., Ald. Dist. 4-Community Development Authority 4 year term expiring 08/30/28.

City of Franklin 9229 West Loomis Road Franklin, Wisconsin 53132

VOLUNTEER FACT SHEET

Thank-you for your interest in serving on a City Board, Commission, or Committee. In order that consistent information be provided to the Common Council, you are asked to complete the following:

PERSONAL:		
Name	Mira Kre	esovic
Address	8810 S 5	
Phone Number		
E-Mail	mirakres	@gmail.com
Length of Time a Franklin Resident	since 197	71
Alderman or District Number	4 (Ald. C	
AREA OF INTEREST: Please che interest. If listing more than one, ple	eck the line nex ase prioritize y	at to the Board, Commission or Committee or area of greatest your top three choices (3 being least priority).
Architectural Review Board		Civic Celebrations Commission
1 Community Development Auth	ority	Economic Development Commission
Environmental Commission		2 Finance Committee
Fair Commission		Board of Health
Fire and Police Commission		Parks Commission
Library Board		Plan Commission
Personnel Committee		Quarry Monitoring Committee
Board of Public Works		Board of Review
Technology Commission		Tourism Commission
Board of Water Commissioners	1	Waste Facilities Monitoring Committee
Board of Zoning & Building Ap	opeals	
Why are you interested in joining	this (these) pa	articular Board and/or Commission?
As a lifelong Franklin res		n interested in participating in the proper
and commonica developms	¥41.ks	

VOLUNTEER OR WORK EXPERIENCE
(Begin with your most recent employment and continue with all past 10 years of employment Please attach additional paper or include resume, if available)

Signature	11:11	-		Date:	10 July 2024	
to a reque	re that all of the information prestor; that I authorize such releation to augment the informati	ease and that I	waive any rig	ght to any not	ice of such release a	
Nesu	me auacheu.					
	me attached.					
qualificati volunteeri	ions, including hobbies, which	n you believe sl	hould be cons	sidered in eval	luating your qualific	ations for
	ONAL EXPERIENCE OR					
	grapine design		····			
	Description of duties: graphic design					
	Date left: n/a		Position upo n/a	n ieaving:		
	2023		proprietor			
	Date started:	1 nome / omi	Starting Pos	l ition:		
	MirImage	home / only	ne only	T Ciophone.	•	
	Company Name:	Address:		Telephone:		
	Description of duties: Propogation and sale native	plants/seeds.				
	Date left:		Position upo n/a	n leaving:		
	Date started: 2018 - ish		Starting Posi proprietor			
	Rae's Garden	home / mail				
	Company Name:	Address:	····	Telephone:		
	graphics & fundraising: create sponsor banners, design ticket				onic now), design	
	present Description of duties:		n/a			
	2019 Date left:		Volunteer Position upo			
	Date started:		Starting Posi	tion:		
	Company Name: Franklin Civic Celebrations	Address: 9229 W Loo	mıs Rd	Telephone: 414/425-750	1	

MIRA KRESOVIĆ

mırakres@gmail.com • 8810 S. 51 St, Franklin, WI 53132

EMPLOYMENT	
2019 - present	Self.
	Raes Garden and MirImage Typesetting & Design
1999 – 2022	Mathematics Teacher
	Marquette University High School
	Courses taught include: Honors Geometry with Algebra 2 (2016-2018, 2020-2022),
	Geometry (2018-2022), Advanced Geometry (2000-2018, 2021-2022), AP Statistics,
	Star* Program, Advanced Pre-Calculus, and Algebra 1. Computer Science courses
	include: Introduction to Computer Science (1999-2004) and Introduction to Graphics
	and Design (2002-2004). Forensics Coach. Sophomore Interview Coordinator.
	Academic Advisor: met with select students at least quarterly to talk about school
	and life, guided students in course selection, and wrote letters of recommendation for colleges. Chaperone at school activities including dances, extracurricular and sports
	events, and retreats.
	events, and retreats.
2014 - 2015	Adjunct Instructor
	Mount Mary University Concepts of Geometry, 4 credits, Math 203/343 001
	Intuitive and informal study of Euclidean geometry, historical and panoramic
	introduction to geometric ideas involving both plane and space including symmetry
	and relationships in polygons and polyhedral, topics in motion geometry, similarity
	and measurement. Technology integrated to enhance the investigative approach in
	the course.
	Modern Geometry, MAT 343
	An axiomatic and transformational study of Euclidean geometry and its relation to
	other geometries: finite, projective, and non-Euclidean. Technology integrated to enhance the investigative approach in the course.
	emance me investigative approach in the course.
2008 –2013	Adjunct Instructor
	Alverno College
	Math Methods for Elementary and Middle School Teachers A two-semester survey course of number theory, algebra, geometry, and statistics
	with integrated theory.
Summer 1999	Math Teacher
	Greenfield High School Tought Algebra and Goometry, Dayslaned on objective based assessment system to
	Taught Algebra and Geometry. Developed an objective-based assessment system to guide learners to success.
Spring 1999	Permanent Substitute Teacher
	Muskego High School
1999	Student Teacher and Field Experience
	Various locations in the Greater Milwaukee Area
1989 –1994	Personal History Interviewer
	Northwestern Mutual Life Insurance Company
	Promoted three times in five years.

MIRA KRESOVIĆ

• mırakres@gmaıl.com • 8810 S. 51 St, Franklin, Wl 53132

COMMUNITY SERVICE	Franklin Civic Celebrations Commission
2019 – present	Franklin City Hall
Apr. 2022, Apr. 2023 – present	Elections Inspector
2017/18 - 2018/19	Wildlife Rehab Wisconsin Human Society Responded to the administration's challenge to integrate service into the curriculum. There was a social media call for wildlife homes. Designed a geometry project for students to construct squirrel houses. Integrating the community service component of Ignatian pedagogy, this was a lesson in two-dimensional nets that become three-dimensional objects. The first call was for squirrel homes. The second year, students also constructed both squirrel and falcon homes. Students delivered their projects to the Humane Society location one mile from the school.
CERTIFICATION	
	Certified to teach Mathematics (1400) and Speech Communication (1320)
	Grades 6 -12
	Lifetime License Number 1590034773 Entry Number: 597190
EDUCATION	
2006	Master of Arts - Mathematics Teaching "A mnemonic device as a tool to scaffold secondary students' understanding of mathematical proof." Alverno College
1998	Middle and Secondary Education Certification Mathematics (1400) and Speech Communication (1320)
	Alverno College
1995	Bachelor of Arts – Business Management and Professional Communication Alverno College
REFERENCES	
	John Bergner Chairman of Franklin Civic Celebrations Commission, Franklin, Wisconsin
	Jeff Monday
	Principal of Marquette University High School in Milwaukee, Wisconsin



APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE July 16, 2024
Reports & Recommendations	A Resolution Authorizing the Installation of a Fence Within the west 10- foot and the south 15-foot Drainage Easement Upon Lot 22, Block 30 in Southwood East Addition No. 8, being a subdivision of parts of the SE 1/4 of the SE 1/4 of Section 23, and the NW 1/4 of the SW 1/4 of Section 24, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (4449 W. Central Ave.) (Tax Key No. 881-0077-000) (Nickolas & Angelica Catarozoli, Applicant)	ITEM NO. Ald. Dist. 4

BACKGROUND

Staff received a request to install a 6-foot cedar fence within the 10-foot and 15-foot drainage easement at 4449 W. Central Avenue. The fence will be installed 8 feet west from the east property line, and 13 feet south from the north property line.

The proposed fence will be encroaching the said drainage easement on 4449 W. Central Avenue. See Exhibit C.

ANALYSIS

Staff is agreeable to allow the fence to be installed within the easement if the property owner is fully responsible for repair and/or replacement if the said drainage easement should need to be accessed for improvement or maintenance purposes.

The resolution provides that:

- 1. The subject fence shall not impede the stormwater drainage way.
- 2. The property owners, and their successors and assigns, shall keep the fence in good repair.
- 3. The property owners, and their successors and assigns, shall be responsible for the replacement and/or repair of the fence should the fence need to be removed or damage due to access for improvement or maintenance to the said drainage easement.
- 4. The City is not responsible for any damage that may occur during or as a result of maintenance purposes needs and/or activities.
- 5. The property owner(s) and any mortgage with an interest in the property shall agree to and execute the Acceptance set forth on Exhibit A annexed hereto, and the Mortgage Holder Consent set forth on Exhibit B forthcoming, respectively.

OPTIONS

(Subject to completion of Mortgage Holder Consent (Exhibit B) Approve or Deny

FISCAL NOTE

None

RECOMMENDATION

Resolution 2024-____ a resolution to authorize the installation of a fence within the 20-foot drainage easement, upon Lot 22 in Block 30, in Southwood East Addition No. 8 Subdivision (4449 West Central Avenue) (Tax Key No. 811-0077-000) (Nickolas & Angelica Catarozoli, applicant).

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO.	. 2024 -

A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE WEST 10-FOOT AND THE SOUTH 15-FOOT DRAINAGE EASEMENT UPON LOT 22 IN BLOCK 30 IN SOUTHWOOD EAST ADDITION NO. 8, BEING A SUBDIVISION OF PARTS OF THE SE 1/4 OF THE SE 1/4 OF SECTION 23, AND THE NW1/4 OF THE SW 1/4 OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

(4449 W. CENTRAL AVENUE) (TAX KEY NO.881 0074 000) (NIKOLAS & ANGELICA CATAROZOLI, APPLICANT)

WHEREAS, the Southwood East Addition No. 8 Subdivision Plat prohibits the building of structures within public storm sewer easement, described thereon; and

WHEREAS, Nikolas and Angelica Catarozoli, property owner, having applied for an installation of a 6-foot cedar fence, located at 4449 West Central Avenue, zoned R-6 Residential, bearing Tax Key No. 881-0077-000, more particularly described as follows:

LOT 22 IN BLOCK 30 IN SOUTHWOOD EAST ADDITION NO. 8, BEING A SUBDIVISION OF PARTS OF THE SE 1/4 OF THE SE 1/4 OF SECTION 23, AND THE NW1/4 OF THE SW 1/4 OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN;

and

WHEREAS, the fence would encroach on the "Storm Sewer Easement" (Exhibit C) located on the north and the east of the property; and

WHEREAS, the "Storm Sewer Easement" restrictions upon the Final Plat of Southwood East Addition No. 8 Subdivision and its accompanying restriction of the building of structures is a restriction which was imposed by the Franklin Common Council in its approval of the Final Plat; and

WHEREAS, Wis. Stats. § 236.293 provides in part that any restriction placed on platted land by covenant, grant of easement or in any other manner, which was required by a public body vests in the public body the right to enforce the restriction at law or in equity and that the restriction may be released or waived in writing by the public body having the right of enforcement; and

WHEREAS, the Common Council having considered the owner's request (Exhibit D), for the encroachment at the storm sewer easement restriction only so as to allow for the subject fence installation; and

WHEREAS, the Common Council having considered the proposed location of and type of fence to be installed upon the subject property and potential interference with the stormwater runoff.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the installation of the proposed fence of the type and specifications as described and only upon the location as set forth within the plans accompanying the application of Nikolas and Angelica Catarozoli, on July 2, 2024 be and the same is hereby authorized and approved and that the "Storm Sewer Easement" restrictions as they would apply to such installation upon the subject property only, are hereby waived and released, subject to the following conditions:

- 1. The subject fence shall not impede the stormwater drainage way.
- 2. The property owners, and their successors and assigns, shall keep the fence in good repair.
- 3. The property owners, and their successors and assigns, shall be responsible for the replacement and/or repair of the fence should the fence need to be removed or damage due to access for improvement or maintenance to the said drainage easement.
- 4. The City is not responsible for any damage that may occur during or as a result of maintenance purposes needs and/or activities.
- 5. The property owner(s) and any mortgage with an interest in the property shall agree to and execute the Acceptance set forth on Exhibit A annexed hereto, and the Mortgage Holder Consent set forth on Exhibit B annexed hereto, respectively.

BE IT FURTHER RESOLVED, that the applicant shall further obtain all required permit(s) for the installation of the subject fence and that the subject fence shall be installed pursuant to such permit(s) within one year of the date hereof, or all approvals granted hereunder shall be null and void.

BE IT FINALLY RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution with the Office of the Register of Deeds for Milwaukee County.

		ular meeting of the, 2024,	e Common Council of the City of Franklin the, by Alderman
		DOPTED by the	e Common Council of the City of Franklin on the
			APPROVED:
			John R. Nelson, Mayor
ATTEST:			
Shirley J Robe	rts, City Cl	erk	-
AYES	NOES	ABSENT	_

Exhibit A

Acceptance

The undersigned, Nick and Angelica Catarozoli, applicants of the property located at 4449 W Central Ave
, Franklin, Wisconsin 53132, Tax Key No. 881-0077-000, does hereby agree to, consent to and accepts the
terms and provisions of the City of Franklin Resolution No. 2024, and that in consideration
of the making of such grant to allow the installation of FENCE within the utility easement by the City of
Franklin, the undersigned agrees that this acceptance shall be binding upon the undersigned and the
undersigned's successors and assigns and that the terms and provisions of the City of Franklin Resolution
No. 2024, shall run with the land, subject to any amendments thereto and/or any other
actions thereto approved by the Common Council of the City of Franklin in the future.
In witness whereof, the undersigned has executed and delivered this acceptance on the 2 nd day of July, 2024.
Property owner
By: S. Nobelas Cataronali

By. Angelica Catarozoli

METROPOLITAN ENGINEERING, INC.

ENGINEERS — LAND SURVEYORS

20875 CROSSROADS CIRCLE, SUITE 150 WAUKESHA, WI 53186 (414) 782-2221 FAX 782-4426

PLAT OF SURVEY

PREPARED FOR:

FRANKLIN HOMES

LOCATION: 4449

West Central Avenue, Franklin, Wisconsin

LEGAL DESCRIPTION: Lot 22 in Blcok 30 in SOUTHWOOD EAST ADDITION NO. 8 being a subdivision of parts of the SE 1/4 and the NE 1/4 of the SE 1/4 of Section 23 and the SW 1/4 and the NW 1/4 of the SW 1/4 of Section 24, all in T 5 N, R 21 E, in the City of Franklin, Milwaukee County, Wisconsin.

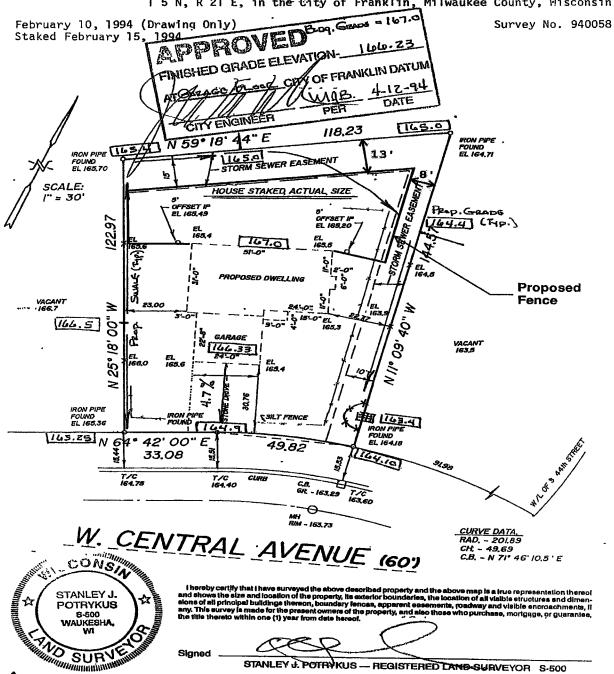


Exhibit D

July 2, 2024

Mr. Glen Morrow City Engineer City of Franklin

We, Nick and Angelica Catarozoli, residing at 4449 W Central Ave, would like to seek approval for installing 6-foot cedar fence 13 feet from the north property line, the standard 10 feet off east property and in total 2 feet within the storm sewer drainage easement from the north side. Pitch elevation for proper storm water flow will not be affected.

Brief explanation to support the request:

Dear City of Franklin Officials,

I hope this letter finds you well. I am writing to formally request permission to install a fence on my property, specifically at 13 feet from the north property line, which exceeds the 15-foot setback regulation. This request is made with utmost consideration for my circumstances, particularly in relation to the well-being and safety of my autistic son.

As you may understand, children on the autism spectrum often have unique needs and sensitivities that differ significantly from those of neurotypical children. In the case of my son, having a safe and secure outdoor space is crucial for his well-being. Due to his condition, he requires a controlled environment that minimizes external stimuli and potential sources of anxiety. A fence at the proposed distance would provide him with the necessary enclosure to explore and play freely, thereby enhancing his overall quality of life and ensuring his safety.

It is important to note that my son's life experiences will not mirror those of typical children. Therefore, creating a suitable outdoor environment for him is not merely about providing enjoyment but also about ensuring his safety and facilitating his ability to engage in activities that are conducive to his development. Additionally, the extra 2 feet on each side of the fence will significantly increase his living space and contribute greatly to his happiness and well-being

Furthermore, for the past 30 years, there have been trees throughout the entire easement area I understand there are laws and rules governing easements, but these trees have been present without issue. I assure you that my proposed fence will not affect the grading of the easement, allowing proper water drainage. Moreover, with my fence set 13 feet from the north property line and considering my neighbor's existing fence, there will still be at least 18 feet of space between them, providing ample access for any necessary maintenance or utility work.

If these trees would need to be removed for any future construction or maintenance on the easement, I am willing to have them taken down. But again, the entire back property line and easement has had trees on there since 1994.

I am making this request not only for my son's enjoyment but also to ensure that he can experience a life that is tailored to his specific needs, which can be very different from those of typical children. Your

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE July 16, 2024
REPORTS AND RECOMMENDATIONS	A Resolution Authorizing Certain Officials to Execute a Master Equity Lease Agreement, a Full Maintenance Agreement, a Consignment Auction Agreement, an Agreement to Sell Customer Vehicles, a Government Credit Application, and a Maintenance Management and Fleet Rental Agreement with "Enterprise Entities" (Enterprise FM Trust, Enterprise Fleet Management, Inc., etc.) to Reduce the Cost of Acquiring, Owning and Maintaining Fleet Vehicles	ITEM NUMBER 乃、る。

Attached is a copy of the above-entitled Resolution and the above-mentioned agreements and application. Also attached is a Fleet Management Fleet Synopsis prepared by the contractor. The agreements and application will assist in the reduction of the cost of acquiring, owning and maintaining fleet vehicles necessary in and for the governmental business, as set forth in the Resolution.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute a Master Equity Lease Agreement, a Full Maintenance Agreement, a Consignment Auction Agreement, an Agreement to Sell Customer Vehicles, a Government Credit Application, and a Maintenance Management and Fleet Rental Agreement with "Enterprise Entities" (Enterprise FM Trust, Enterprise Fleet Management, Inc., etc.) to Reduce the Cost of Acquiring, Owning and Maintaining Fleet Vehicles.

MILWAUKEE COUNTY

draft 7/11/24

RESOLUTION NO. 2024-

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A MASTER EQUITY LEASE AGREEMENT, A FULL MAINTENANCE AGREEMENT, A CONSIGNMENT AUCTION AGREEMENT, AN AGREEMENT TO SELL CUSTOMER VEHICLES, A GOVERNMENT CREDIT APPLICATION, AND A MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT WITH "ENTERPRISE ENTITIES" (ENTERPRISE FM TRUST, ENTERPRISE FLEET MANAGEMENT, INC., ETC.) TO REDUCE THE COST OF ACQUIRING, OWNING AND MAINTAINING FLEET VEHICLES

WHEREAS, the Common Council seeks to reduce the cost of acquiring, owning and maintaining fleet vehicles necessary in and for the governmental business of protecting and improving the public health, safety and welfare, and to improve the flexibility and availability of public funding for public purposes by entering into a consistent limited expenditures schedule in lieu of up front total costs payments for new vehicles and substantial repairs when needed, including, but not limited to the provision of police and fire services; and

Whereas, the Department of Administration and the Department of Finance and Treasury have researched and reviewed governmental fleet vehicles acquisition, ownership and maintenance operation needs and the financing needs thereof, and providers and users of industry companies facilitating same, and have determined that "Enterprise Entities" (Enterprise FM Trust, Enterprise Fleet Management, Inc., etc.) is an experienced provider of such benefits and recommend the approval of agreements with Enterprise Entities to commence such economically beneficial over time services and products for the City of Franklin; and

WHEREAS, the Common Council having reviewed the Enterprise Entities agreements and application 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 Master Equity Lease Agreement, a Full Maintenance Agreement, a Consignment Auction Agreement, an Agreement to Sell Customer Vehicles, a Government Credit Application, and a Maintenance Management and Fleet Rental Agreement with "Enterprise Entities" (Enterprise FM Trust, Enterprise Fleet Management, Inc., etc.) 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.

Resolution No. 2024 Page 2	
BE IT FURTHER RESOLVED, that the and Treasurer, for each of the approved agriculture Mayor where required for processing, be and the deliver such agreements and application.	· · · · · · · · · · · · · · · · · ·
BE IT FINALLY RESOLVED, that f products agreements and application hereund Finance and Treasurer.	funding for the provision of the services and der shall be administered by the Director of
Introduced at a regular meeting of the, 2024	Common Council of the City of Franklin this 4.
Passed and adopted at a regular mee Franklin this day of	ting of the Common Council of the City of, 2024.
	APPROVED:
ATTEST:	John R. Nelson, Mayor
Shirley J. Roberts, City Clerk	
AYES NOES ABSENT	_



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this	day of	, 20, by and between Enterprise	a FM Trust, a Delaware
statutory trust ("Lessor"), and the lessee whose name and	d address is set forth on the	signature page below ("Lessee")	

- 1. LEASE OF VEHICLES. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.
- 2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule

3. RENT AND OTHER CHARGES:

- (a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise)
- (b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date
- (c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i e, if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle
- (d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessor
- (e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate")

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- (f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate
- (g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement
- 4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder
- 5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same
- 6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.
- 7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances, provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and L

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(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s)

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

- (a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE
- (b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS" All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle
- (c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.
- (d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose
- 10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence") In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order, provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle

11. INSURANCE.

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- (a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations
- (i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers)

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive) Actual cash value of the applicable Vehicle Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive)

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following:

(i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action

- (b) Notwithstanding the provisions of Section 11(a) above (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule, provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement, and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment. Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice
- 12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law
- 13. INSPECTION OF VEHICLES, ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.
- 14. DEFAULT, REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days, (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement, (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee, (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor), (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under

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this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantoror (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

- 16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.
- 17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).
- 18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

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IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written				
	LESSOR Enterprise FM Trust			
LESSEE	By Enterprise Fleet Management, Inc. its attorney in fact			
Signature	Signature			
Ву	By			
Title	Title			
Address				
Date Signed,	Date Signed,			

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as

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determined in Section 3 and Section 14 of this Agreement)



FULL MAINTENANCE AGREEMENT

by Enterprise Fleet Management, Inc., a

This Full Maintenance Agreement (this "Agreement") is made and entered into this day Missouri corporation ("EFM"), and	y of, by Enterprise Fleet Management, Inc., a ("Lessee").
WITNESSETH	
1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in the Lease.	y from time to time be amended, modified, extended, renewed,
2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").	to Lessee pursuant to the Lease to the extent Section 4 of the
3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle un shall each have the right to terminate this Agreement effective as of the last day of any calendaless than sixty (60) days prior written notice to the other party. The termination of this Agreement rights or obligations under this Agreement which shall have previously accrued or shall the such rights and obligations shall continue to be governed by the terms of this Agreement.	aless earlier terminated as set forth below. Each of EFM and Lessee ar month with respect to any or all of the Covered Vehicles upon not ment with respect to any or all of the Covered Vehicles shall not affect
4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Co Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incu Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) r between scheduled services (including, without limitation, failure to maintain fluid levels), (f) upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized repla components (this Agreement covers maintenance and repair only of the Covered Vehicles ther maintenance or repair of chassis alterations, add-on bodies (including, without limitation, ster lift gates, autonomous or automated vehicle equipment, components, parts or products, and F lift gates, autonomous or automated vehicle equipment, components, parts or products, and reaccident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an obje (including, without limitation, driving over curbs, overloading, racing or other competition) or by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinant local laws, statutes, rules, regulations, ordinances, guidance and professional standards gover parts, components and products related thereto) and (C) the provisions of all insurance polici (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Less dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the time to time based on market conditions, Lessee or service to be obtained. Lessee agrees to by a copy of the shop or service order (odometer mileage must be shown on each shop or services or those exceeding \$125.00, which may change from tim	arred in connection with the maintenance or repair of a Covered (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair of damage due to lack of maintenance or neglect by Lessee maintenance or repair of, or damage caused by, any alterations, accement parts added to a Covered Vehicle or of any after-market mselves and any factory-installed components and does not cover p vans), software or other equipment (including, without limitation, PTO controls) which is installed or modified by a dealer, body shop, d/or damage resulting from, related to or arising out of (1) an ext striking the Covered Vehicle, improper use of the Covered Vehicle (2) Lessee's failure to maintain or use the Covered Vehicle as required (2) Lessee's failure to maintain or use the Covered Vehicle as required (2) Lessee's failure to maintain or use the Covered Vehicle as required (3) including without limitation such applicable federal, state and rning autonomous vehicles and automated driving systems and any ites affecting or covering the Covered Vehicles or their use or operation e is inoperable, (i) mobile services, (j) the cost of loaner or rental Vehicle with a manual transmission, such manual transmission clutch see agrees to have the necessary work performed by an authorized excost of such service will exceed \$125.00, which may change from tain EFM's authorization for such service and EFM's instructions as to furnish an invoice for all service to a Covered Vehicle, accompanied ervice order). EFM will not be obligated to pay for any unauthorized conditions, for one service on any Covered Vehicle unless Lessee any for any services in excess of the services recommended by the his Agreement to the contrary, (a) all service performed within one ease) for the applicable Covered Vehicle must be authorized by and ponsibility of and be paid for by Lessee and (b) EFM is not required to seed 120,000 miles.
5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (mobile app and the efleets.com client website, for use in authorizing the payment of charges Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from	incurred in connection with the maintenance of the Covered Vehicles.

or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or

accessing the EFM Card. The EFM Card is non-transferable.

Lessee_

Initials: EFM

- 6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.
- 7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

- 8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement
- 9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.
- 10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written

LESSEE	EFM	Enterprise Fleet Management, Inc.
Signature	Signature	
Ву	Ву-	Nancy Turner
Title	Title	Finance Manager
Address	Address	S17W22650 Lincoln Ave
		Waukesha, WI 53186
Date Signed,	Date Signe	d,,

Lessee

Initials EFM



CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and day of,
(hereinafter referred to as the "Execution Date").
<u>recitals</u>
A Enterprise is in the business of selling previous leased and rental vehicles at wholelsale auctions, and
B The CUSTOMER is in the business of Security and Access Control
C The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles")
NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows
TERMS AND CONDITIONS
1. Right to Sell Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
Power of Attorney CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3 <u>Assignments</u> Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4 Service Fee For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$500 00 ("Service Fee") plus towing at prevailing rates.
5 <u>Sales Process</u> : Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise
6 Time for Payment
(a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
(b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales

7 <u>Indemnification and Hold Harmless</u> Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability anses from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement

descriptions and bids entered erroneously.

process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6 Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title

- 8. <u>Liens, Judgments, Titles and Defects</u>: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
- 9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.
- 10. <u>Bankruptcy</u>: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
- 11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
- 12. <u>Insurance</u>: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
- 13. <u>Term</u>: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
- 14. <u>Modification</u>: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
- 15. <u>Entire Agreement</u>: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
- 16. <u>Liability Limit</u>: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.
- 17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
- 18. <u>Authorization</u>: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"	"CUSTOMER"
Signature:	Signature:
Printed Name:	Printed Name: Nancy Turner
Title:	Finance Manager
Date Signed:,	Date Signed:,,



AGREEMENT TO SELL CUSTOMER VEHICLES

an En (h	IIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" discollectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise tities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and
	e "Execution Date").
RE	CITALS
	Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth the agreement between Customer and Enterprise FM Trust;
В	EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer,
C.	Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets, and
D fo	The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set rth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles")
NO	DW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows
TE	ERMS AND CONDITIONS
be Wi	Right to Sell Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under insignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
	Additional Documentation Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate e sale of Vehicle(s)
	Service Fee For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$500.00 or the aximum permitted by law ("Service Fee")
pl sł	Sales Process Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle CUSTOMER may, at its discretion, ace a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise Enterprise hall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, attempting shall have full discretion to accept any bid on a Vehicle.

5 Time for Payment

- (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle
- (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

- 6. <u>Indemnification and Hold Harmless</u>: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
- 7. <u>Risk of Loss</u>: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
- 8. <u>Liens, Judgments, Titles and Defects</u>: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
- 9. <u>Odometer</u>: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
- 10. <u>Bankruptcy</u>: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
- 11. <u>Compliance with Laws</u>: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
- 12. <u>Insurance</u>: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
- 13. <u>Term</u>: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
- 14. <u>Modification</u>: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
- 15. <u>Entire Agreement</u>: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
- 16. <u>Liability Limit</u>: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

- 18. <u>Authorization</u>: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.
- 19. <u>Independent Contractor</u>: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.
- 20. <u>Unsold Vehicles</u>: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"	"CUSTOMER"	
Signature:	Signature:	
Printed Name:	Printed Name:	Nancy Turner
Title:	Title:	Finance Director
	1110.	
Date Signed:,	Date Signed:	

Schedule 1

Enterprise Leasing Company of STL, LLC Enterprise Leasing Company of Georgia, LLC Enterprise Leasing Company of Florida, LLC Enterprise Leasing Company of KS LLC EAN Holdings, LLC Enterprise Leasing Company of Orlando, LLC Enterprise Leasing Company of Indianapolis, LLC Enterprise Rent-A-Car Company of Boston, LLC Enterprise Leasing Company of Denver, LLC Enterprise Leasing Company of Chicago, LLC Enterprise RAC Company of Maryland, LLC Enterprise Leasing Company of Philadelphia, LLC Enterprise RAC Company of Baltimore, LLC Enterprise Leasing Company of Minnesota, LLC Enterprise Leasing Company of Detroit, LLC Enterprise Leasing Co of Norfolk/ Richmond, LLC Enterprise Rent-A-Car Co of San Francisco, LLC ELRAC, LLC SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC Enterprise Rent-A-Car Company of Los Angeles, LLC Enterprise RAC Company of Cincinnati, LLC CLERAC, LLC Enterprise Rent-A-Car Company of Pittsburgh, LLC Enterprise Rent-A-Car Company of Wisconsin, LLC Enterprise Rent-A-Car Company of UT, LLC CAMRAC, LLC Enterprise Rent-A-Car Company of Rhode Island, LLC Enterprise Leasing Company of Phoenix, LLC Enterprise Leasing Company- Southeast, LLC Enterprise Leasing Company- West, LLC Enterprise Leasing Company- South Central, LLC PENRAC, LLC Enterprise Rent-A-Car Company of KY, LLC Enterprise Rent-A-Car Company - Midwest, LLC Enterprise RAC Company of Montana/Wyoming, LLC



GOVERNMENT CREDIT APPLICATION

Please complete all applicable items				Marchine Company of the Company of t
Company Name		Credit Applicant		Year Business Started
Street Address				
E-mail				
Government Entity Type				
Type of Business				
Parent Company or Affiliates(Name & Address)				
PRIMARY CONTACT INFORMATION				
Name	E-mail		Phone #	
Fleet Manager Address				
FINANCIAL INFORMATION				
Are your books prepared by an outside Accountant?	Yes	No		
Accountant Name		_ Email Address		_ Phone #
ENCLOSING WITH APPLICATION				
Three years of Financial Statements (with footnotes)	☐ Audited	Opinioned Internal		
Published Annual Reports Yes No				
Income Tax Returns (3 years) Yes No				
Other Items Included				· · · · · · · · · · · · · · · · · · ·
Federal ID Number				
Fiscal Year End (Month)	 			
CURRENT VEHICLE SUPPLIER	DOMESTICAL ORDERS OF STREET, STREET,	3-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1		
Principle Suppliers Ph	one#	E-Mail Address	Acct#	# of Vehicles
	ione #	E-Mail Address	Acct #	# of Vehicles
Purchasing Leasing Fin	ance			
INSURANCE				
Company	_Agent	Poli	cy#	Exp. Date
Street Address				
Phone # Fax #				

ACH AUTHORIZATION AGREEMENT

O		FEIN	
		FEIN	
Street Address	City	State	Zıp
Contact Name	Phone #	Fax #	
Email Address			
BANK INFORMATION			
Bank Name	Checking Acc	count Only	
Street Address	City	State	Zıp
	Phone #	Fax #	
Bank Contact Name			

PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions

- 1 The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day
- 2 An electronic copy of the invoice and/or statement will be available on EFM's website (http://efmfleetaccess.efleets.com) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
- 3 For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
- 4 This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management Inc and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading

Enterprise Fleet Management Inc will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned here by certifies (i) that he/she is the duly ap	opointed(Title) for
	Entity legal name) hereafter known as The Entity", (ii) that he/she is authorized
Lease Agreement between Enterprise and the Entity) the ("Lessee"), a	ise Fleet Management hereafter known as "Enterprise" ('Lessor") and the Master and (iii) that the following individuals are authorized and empowered on behalf of edules to the Lease for individual motor vehicles together with any other necessary
RESOLVED FURTHER, that	
Print Name	Title
Bond RatingRating Agency	Federal ID#
RESOLVED FURTHER that EFM is authorized to act upon this authoriza	ation until written notice of its revocation is received by EFM
I do herby certify that the information contained in this Credit Application	on is accurate in all material aspects as required by law. Further I do hereby certify
Print Name	Title
Signature	Company Name
Date	

For the purpose of seeking to secure credit from Enterprise Fleet Management Inc. (together with its affiliates successors assigns and third party service providers. EFM.) Credit Applicant (a) authorizes (i) EFM to run a credit report investigate and verify the Information in this Credit Applicant has or had financial dealings including banks. Lending institutions and trade or credit references whether or not such person or entity is identified in this Credit Application. Which information may include financial statements tax returns and banking records. (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application in Credit Applicant is a sole proprietor and (iii) any third party who may have relevant information to provide such information to EFM. (b) will notify EFM if there is any change in name address or any material adverse change (i) in any of the information contained in this Credit Application (ii) in Credit Applicant is financial condition or (iii) in Credit Applicant is ability to perform their respective obligations to EFM and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true correct and complete as of the date hereof. The tack of any notice of change in the representations and warrants included in this Credit Application remains true correct and complete.

As permitted by law EFM may also release information about EFM is credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race color religion national origin sex marital status age (provided that Credit Applicant has the capacity to enter into a binding contract) because all or part of Credit Applicant is income derives from any public assistance program or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement Credit Applicant may contact EFM at 600 Corporate Park Drive. ATTN EFM Credit Department, St. Louis. MO 63105 within 60 days from the date Credit Applicant is notified of the denial. If applicable within 30 days of EFM's receipt of the request. EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.



MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing

business as "Enterprise Fleet Management" ("EFM"), and	(the "Company")
1. ENTERPRISE CARDS: EFM will provide the Company with an EFM Card for each vehicle, which EFM Card	d is an electronic card and is located on the Efleets
mobile app and the effects com client website, for use in authorizing the payment of charges incurred in conne	ection with the vehicle maintenance program
(the "Program") for a vehicle The Company agrees to be and shall be liable to EFM for all charges made by or	r for the account of the Company with the EFM
Card (other than any charges which are the responsibility of EFM under the terms of this Agreement) EFM w	rill invoice the Company for all such charges, and
the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Mainte	enance Management and Fleet Rental Agreement
(Agreement) EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right	ht, to change the terms and conditions as set forth
in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the p	
right to possess, access, or use the EFM Card at any time and for any reason The EFM Card is non-transferab	ole EFM will provide a driver information packet (the
"Packet") outlining the Maintenance Management Program The Parties agree that the Maintenance Management	ent Program is subject to the terms and conditions of
the Packet	= *

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding \$125 00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

- 3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.
- 4. RENTAL VEHICLES: The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.
- 5. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.
- 6 CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving thirty (30) days written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

Initials	EFM	Company

This Agreement is entered into as of the

7. NOTICES: Any notice or other communication under this Agreement shall be by registered or certified mail or sent by express overnight delivery service with a ron the signature page of this Agreement, or at such other address as any party her by notice so given. Any such notice or communication sent by mail will be effective duly addressed to the address for the Party set forth below, with registered or cert overnight delivery service with a nationally recognized carrier will be effective and addressed, with delivery fees prepaid. The Company shall promptly notify EFM of a service will charge the Company for the service under this Agreement \$1.	ionally recognized carrier, to the pmay designate as its address found deemed received three (3) does mail postage prepaid. Any successed received one (1) day after a change in the Company's addressed to the company addressed to the c	applicable party at its address set forth or communications under this Agreement ays after deposit in the United States mail, th notice or communication sent by express deposit with such delivery service, duly
6. FEES. ETWI WIII Charge the Company for the service under this Agreement 3_	per monun per Card	
9. MISCELLANEOUS. This Agreement shall be binding upon and inure to the be that Company may not assign, transfer or delegate any of its rights or obligations is governed by the substantive laws of the State of Missouri (determined without r	der this Agreement without the p	prior written consent of EFM This Agreement
IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance M	agement and Fleet Rental Agree	ment as of the day and year first above written
COMPANY	FM Enterprise Fleet Mana	agement, Inc.
Signature	Signature	

Initials	EFM	Company



FLEET MANAGEMENT

Fleet Synopsis

PREPARED FOR:

City of Franklin



Prepared By:

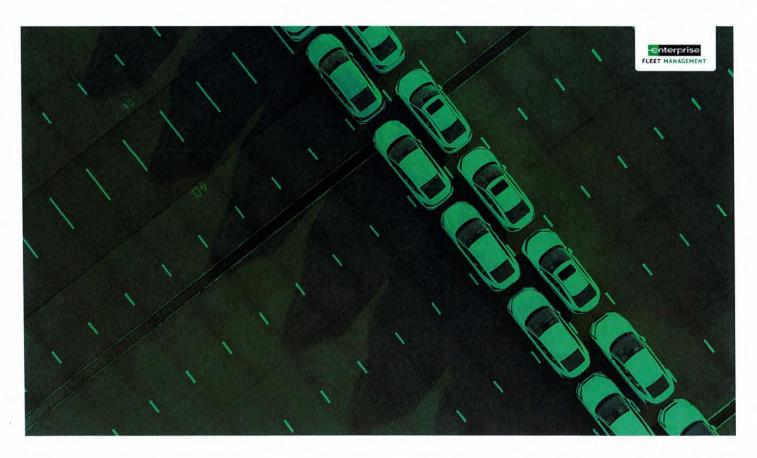
Matt Jaskowiak

Senior Account Executive

S17W22650 Lincoln Ave, Waukesha, WI 53186

Email: matthew.f.jaskowiak@efleets.com

Cell: 262 442 2602 |























City of Franklin | IMPACT OF PARTNERSHIP

CURRENT SITUATION

Current fleet age is negatively impacting the overall budget and fleet operations

- 33% of the current light and medium duty fleet is over 10 years old
- · Resale of the aging fleet is significantly reduced
- Newer vehicles have a significantly lower maintenance expense
- Newer vehicles have increased fuel efficiency with new technology implementations
- Challenged by inconsistent yearly budgets
- · Currently vehicle budget is underfunded

FLEET SIZE
62
FLEET BUDGET
606,509
ODOMETER AVG
60,858
VEHICLE CYLE

12 Years

KEY CONSIDERATIONS | OBJECTIVES

Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$395,029 in 10 years

- Shorten the current vehicle life cycle from 12.2 years to 4 years
- Free up more than \$133,900 in capital from the salvage of 29 vehicles in the first year
- Significantly reduce Maintenance to an average monthly cost of \$47.31 vs. current \$225
- Provide a lower sustainable fleet cost that is predictable year over year
- Reduce the overall fuel spend through more fuel efficient vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.

Increase employee safety with newer vehicles

Currentiv:

- 9 vehicles predate Anti-Lock Brake standardization (2007)
- 13 vehicles predate Electronic Stability Control standardization (2012)
- 32 vehicles predate standardization of back up camera (2018)
- · ESC is the most significant safety invention since the seatbelt

Piggyback Govt RFP awarded RFP that addresses the following:

Access to all fleet management services as applicable to the needs of the city

Supports the city's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices

THE RECOMMENDATION

By partnering with Enterprise Fleet Management, City of Franklin will be better able to leverage its buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend. City of Franklin will reduce fuel costs by 33% and reduce maintenance costs from \$225 on average to \$47.31 per unit. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold creating an internal replacement fund. Furthermore, City of Franklin will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 10% above Black Book value. By shifting from reactively replacing inoperable vehicles to proactively planning vehicle purchases, City of Franklin will be able to replace all of its vehicles over the course of 5 years while creating an annual savings of \$554,382.75.





Local Team to Support Needs Nationwide



Newer Safer Vehicles Replace Every 4-5 yrs



City of Franklin | FLEET STATISTICS

FLEET SIZE

AVG AGE

AVG ANNUAL MILEAGE

AVG ANNUAL ACQUISITIONS

AVG MODEL YEAR

HOLDING PERIOD

63

8.4

10,900

5.1

2015

12.2

10

0K - 20k

17

20K - 40k

10

40K - 60k

6

60K - 80k

5

80K - 100k

16

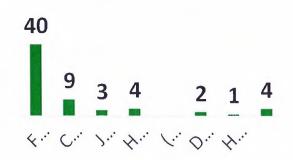
100k & >

Vehicle Type	Quantity	Avg Age	Avg Annual Mileage
SUV 🛅	35	5.1	16,392
TRUCK 🛼	11	8.6	7,744
CAR	11	12.0	3,539
VAN	7	17.7	3,426
Totals/Averages	: 64	8.3	11,278

Vehicle Classes 4 Average

Average Odometer 60,858

Manufacturer Profile



MODEL YEAR ANALYSIS



Fleet Profile and Replacement Schedule | City of Franklin Fleet Replacement Schedule Fleet Profile Average Average Under-# of Type Annual Year 1 Year 2 Year 3 Year 4 Year 5 Age (years) Utilized Replacement Mileage 10.0 2,837 0 0 0 Fiscal Year 2024 = 10 years old and older, or odometer over 3,804 3 18.7 3 0 0 0 0 0 Fiscal Year 2025 = 8 years old and older, or odometer over 5 18.7 2,923 5 0 0 0 0 0 Fiscal Year 2026 = 6 years old and older, or odometer over 2 15.7 4.627 2 0 0 0 0 0 Fiscal Year 2027 = 4 years old and older, or odometer over 5.5 3,832 0 0 0 1 0 0 Underutilized a Annual Mileage less than 1.000 5.0 6,416 2 14 2 2 0 8 0 11,515 9.6 0 0 0 0 13.6 9,894 0 0 0 0 0 8.5 12,055 0 0 0 0 0 2 4.0 7,601 0 0 0 0 7,317 3,704 9.0 0 0 0 0 0 0 0 14 0 O 19.7 347 0 0 0 0 0 6.5 2,254 0 0 0 0 0 0

3

2

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venicle	Type	Cuantity	Avg Age	Annual
suv	A	35	5.1	16,392
TRUCK	5	11	86	7,744
CAR	9	11	12.0	3,539
VAN	ĠĠ	7	17.7	3,426
Totals/Ave	rages:	64	8.3	11,278

_	Year 1 C	costs*
_	Lease Cost Year 1	\$302,802.8
	Maint Cost Year 1	\$16,710.0
	Total Year 1 Cost	\$319,512.
	Annual One Time Aftermarket Cost	#REF!
	Total Year 1 Qty	29

'Year 1 costs are based on current available pricing and qty proposed, final costs may vary based on market, qty qty proposed, final costs selected, and availability.

10,900 Enterprise and the 'e' logo are registered trademarks of Enterprise Fleet Management, hc. All other trademarks are the property of their respective owners.

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Fleet Planning Anlaysis | City of Franklin

7

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Totals/Averages

Vehicle Type

Mid-size Sedan

Full-size Sedan

Minivan-Passenger

3/4 Ton Van Cargo

Compact SUV 4x2

Compact SUV 4x4

Full Size SUV 4x4

1/2 Ton Pickup Reg 4x2

1/2 Ton Pickup Ext 4x4

3/4 Ton Pickup Ext 4x4

1 Ton Pickup Reg 4x4

1 Ton Pickup Ext 4x4

1 1/2 Ton Cab Chassis

Mid Size SUV 4x4-ERV

Full Size SUV 4x4-ERV

1 Ton Cab Chassis

(blank)

Fleet Analyzed 62 Current Cycle 12.2 \$225.00 Current Maintenance Maint. Cents Per Mile \$0.23

18

1

0

63

4.8

6.5

0.0

24,242

10,968

0

9

0

0

2

0

Fleet Growth 0.00% Annual Miles 11,500 Current MPG 12 Price/Gallon \$3.75

8.4



8

4

Proposed Fleet 62 4.38 Proposed Cycle Proposed Mainlenance \$47.32

13

0

	Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
	Average	62	5.1	62	0	225,000	0	-8,704	0	167,400	222,813	606,509	0
	Year 1 ('24)	62	29	33	29	0	302,803	-133,900	-32,750	105,566	188,073	429,791	176,717
	Year 2 ('25)	62	14	26	36	0	362,945	-63,750	-32,750	90,641	179,688	536,773	69,735
	Year 3 ('26)	62	15	18	44	0	452,194	-82,004	-32,750	73,583	170,104	581,127	25,382
	Year 4 ('27)	62	11	14	48	0	501,501	-54,657	-49,345	65,054	165,313	627,866	-21,358
	Year 5 ('28)	62	22	1	61	0	612,185	-199,250	-283,354	37,335	149,740	316,657	289,852
	Year 6 ('29)	62	30	0	61	0	612,185	0	-112,878	34,635	146,146	680,088	-73,580
	Year 7 ('30)	62	16	0	61	0	612,185	0	-138,659	34,635	146,146	654,307	-47,799
	Year 8 ('31)	62	17	0	61	0	612,185	0	-101,130	34,635	146,146	691,837	-85,329
	Year 9 ('32)	62	14	0	61	0	612,185	0	-150,973	34,635	146,146	641,994	-35,486
	Year 10 ('33)	62	20	0	61	0	612,185	0	-283,354	34,635	146,146	509,613	96,895

^{*} Lease Rates are conservative estimates subject to Inflation year over year and other factors

Lease Maintenace costs are exclusive of tires unless noted on the lease rate quote.



\$395,029 \$554,383

'Total Savings Impact Includes unrealized equity of

[&]quot;Estimated Current Fleet Equity Is based on the current fleet "sight unseen" and can be adjusted after physical inspection

CASE STUDY | CITY OF WAUSAU



City of Wausau Improves Light-Duty Fleet and Saves More Than \$482K Over 4-Years.

BACKGROUND

Location: Wausau, WI Industry: Government Total vehicles: 64 vehicles

THE PROBLEM

The City of Wausau's light-duty fleet had an average age of 9 years. City mechanics were spending time reactively handling maintenance and repairs to keep the aging vehicles on the road. Maintenance and fuel expenses continually increased for the city as aged vehicles lost efficiency over time. The city's budget for the fleet dictated when vehicles could be replaced. Once vehicles qualified for replacement by the city's standards, they had very little resale value and were only being sold through public auction.

THE SOLUTION

Enterprise Fleet Management proposed a 4-year replacement strategy to help refresh the City's Light-Duty Fleet. By leveraging a Government Equity Lease funding platform, they were able to replace vehicles each year to fit within their purchase budget. With a replacement strategy that had them cycling vehicles faster, the City has seen an increase in resale returns.

"The decision to work with Enterprise Fleet Management to improve our light-duty fleet has been one of the best we've made. Not only are we seeing the financial savings, but our mechanics have been able to focus more of their time on more expensive, specialized equipment and machinery. Our employees also appreciate driving newer, safer vehicles with better features to make doing their job easier."

- Mark Hansen, Fleet and Facilities Manager

THE SOLUTION

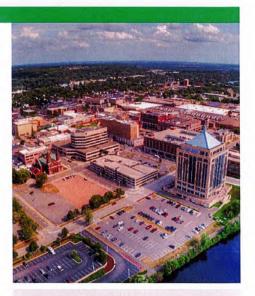
Additional benefits to the replacement strategy include a 35% improvement in fuel economy, and an average of \$30,000 in annual maintenance costs.

THE RESULTS

The City of Wausau has experienced a \$482,697 net budget savings over the past 4 years compared to the average budget prior to partnering with Enterprise Fleet Management. These savings were realized even as the total miles traveled by the City increased from 118,000 in 2015 to roughly 328,000 total annual miles in 2019 (177% increase). The partnership has also allowed the City of Wausau to reduce the average age of their vehicles down to 4 years, and presents creative opportunities, as in 2019, when the City was able to turn in 4 leases early for net cash return of \$33,961.

To learn more, visit efleets.com or call 877-23-FLEET.

Construction on a 31 coor are recovered uncommonate of Trinscoring Flore All materials, that, All other uncommonate are the crossors of shall instructive content.



Key Results

\$482,697
NET BUDGET SAVINGS
OVER 4 YEARS





35%
IMPROVEMENT
AVERAGE MPG
OVER 4 YEARS

INCREASE IN ANNUAL MILEAGE
WITH AVERAGE ANNUAL FLEET
SAVINGS OF 38%





City of Franklin | PROGRAM RESOURCES

SAFETY

60% of all vehicles are 2019 and older and may not contain the most up to date safety features, such as electronic stability control, airbag standardization and anti-lock brake control.

ACCOUNT MANAGEMENT

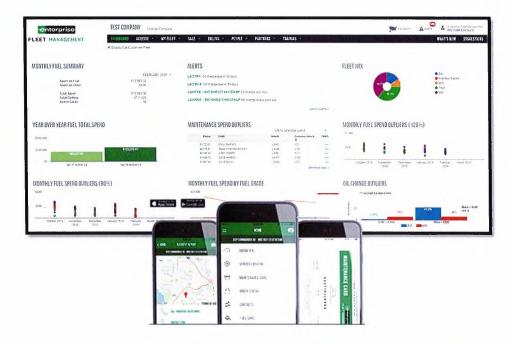
City of Franklin will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs."

Your dedicated Account Team meets with you 3-4 times a year for both financial and strategic planning. Account team will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all of the convenience and functionality they need.

- · Consolidated Invoices Includes lease, maintenance, and any additional ancillaries
- Maintenance Utilization Review the life-to-date maintenance per vehicle
- Recall Information See which units have open recalls
- License & Registration See which plate renewals are being processed by Enterprise and view status
- · Alerts Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- Lifecycle Analysis See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to specific lease or transaction



City of Franklin | REFERENCES

Current Partners

City of Racine

Village of Menomonee Falls

City of Oak Creek

City of Cudahy

City of West Bend

City of Manitowoc

City of Two Rivers

City of Green Bay

City of La Crosse

City of Platteville

City of Ripon

Ozaukee County

Green Lake County

Jackson County

REFERENCES

Below is a list of client references including company name, contact person, and telephone number.

City of Racine

Business email: kathleen.fischer@cityofracine.org Contact Person: Kathleen Fischer, Director of Finance

City of Oak Creek

Business email: avickers@oakcreekwi.gov

Contact Person: Andrew Vickers, City Administrator

VIIIage of Menomonee Falls

Business email: vemrich@menomonee-falls.org Contact Person: Val Emrich, Director of Finance

COOPERATIVE PARTNERS:

TIPS/TAPS USA SOURCEWELL E&I

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/16/2024
Reports and Recommendations	Motion to approve the Franklin Health Department to accept monetary donations in the amount of \$300.	item number 以. 4,

The Franklin Health Department received a donation of \$300 from the Franklin Lioness Lions Club on June 27, 2024. This donation will support the Franklin Health Department community programming.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to approve acceptance of this monetary donation in the amount of \$300.



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE July 16, 2024
REPORTS & RECOMMENDATIONS	RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF APPROXIMATELY \$1,980,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2024A	item number りう。

Analysis

Finance Dept - DB

The Common Council adopted Resolution No. 2023-8054, approving the project plan and establishing the boundaries for the creation of Tax Incremental District No. 9. The project plan includes Phase 1 public infrastructure projects to include: Sanitary Sewer Extensions, Acceleration/Deceleration Lanes, and Sidewalk Construction located at the Carma Labs Global Headquarters.

The Finance Committee was set to review this debt issuance plan; however, the May 28, 2024 Finance Committee meeting was cancelled due to a lack of quorum.

Staff is recommending the Common Council adopt a resolution to issue 2024A Notes.

The City's Debt Policy will be used as a guide for the debt issuance.

The sale will be competitive with a sale date of July 16, 2024.

Quarles & Brady prepared an authorizing Council Resolution for review. An updated resolution based on the results of the sale will be presented at the sale meeting for adoption. The authorizing resolution is attached.

Ehlers & Associates will present the results of the sale from bids opened earlier on July 16, 2024.

Copies of the preliminary Official Statements are enclosed for your information.

COUNCIL ACTION REQUESTED

Motion to ado	pt Resolution	No. 2024		a Resolution	Authorizing	the	Issuance	and	Sale	of
Approximately :	\$1,980,000 G e	eneral Oblig	gation Promiss	ory Notes, Ser	ies 2024A					

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024-

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$1,980,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2024A

WHEREAS, on June 18, 2024, the Common Council of the City of Franklin, Milwaukee County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Promissory Notes, Series 2024A (the "Notes") for public purposes, including paying the cost of projects included in the Project Plan for Tax Incremental District No. 9 (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as <u>Exhibit A</u> and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on July 16, 2024;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale on July 16, 2024;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of ONE MILLION NINE HUNDRED EIGHTY THOUSAND DOLLARS (\$1,980,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2024A"; shall be issued in the aggregate principal amount of \$1,980,000; shall be dated August 7, 2024; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2025. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on March 1, 2035 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on March 1, 2034 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[The Proposal specifies that [some of] the Notes shall be subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed

shall be credited against the mandatory redemption payments established in <u>Exhibit MRP</u> for such Notes in such manner as the City shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as <u>Exhibit E</u> and incorporated herein by this reference.

Section 5. Tax Provisions.

- (A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2024 through 2043 for the payments due in the years 2025 through 2044 in the amounts set forth on the Schedule.
- (B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.
- (C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2024A, dated August 7, 2024" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be

necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the

Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2),

Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 13. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers. The remaining proceeds shall be forwarded for deposit into the City's account with American Deposit Management or such other financial institution as may be directed by the Finance Director.

Section 17. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Introduced at a regular meeting of the Common Council of the City of Franklin this 16th day of July, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 16th day of July, 2024.

ATTEST:	John R. Nelson Mayor	
Shirley J. Roberts City Clerk		(SEAL)
AYES NOES ABSEN	Т	

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on March 1,, and mandatory redemption prior to maturity by lot (as s price equal to One Hundred Percent (100%) of the interest to the date of redemption, from debt service in amounts sufficient to redeem on March 1 of each specified below:	elected by the Depository) at a redemption principal amount to be redeemed plus accrued a fund deposits which are required to be made
For the Term Bonds M	laturing on March 1,
Redemption Date ——	<u>Amount</u> \$ (maturity)
For the Term Bonds M	Saturing on March 1,
Redemption	Amount \$(maturity) Maturing on March 1,
Redemption	Amount \$(maturity) Maturing on March 1,
Redemption <u>Date</u> ——	<u>Amount</u> \$(maturity)

EXHIBIT E

(Form of Note)

LIMITED STATES OF AMEDICA

	OMITED STATES OF AMI	MICA	
REGISTERED	STATE OF WISCONS	IN	DOLLARS
	MILWAUKEE COUNT	ſΥ	
NO. R	CITY OF FRANKLIN	1	\$
GENERA	L OBLIGATION PROMISSORY	NOTE, SERIES 2024A	
MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
March 1,	August 7, 2024	%	
DEPOSITORY OR ITS	NOMINEE NAME: CEDE & CO		
PRINCIPAL AMOUNT	: (\$)	THOUSAND DOLLARS	3

FOR VALUE RECEIVED, the City of Franklin, Milwaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2025 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$1,980,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of projects included in the Project Plan for Tax Incremental District No. 9, as authorized by a resolution adopted on July 16, 2024. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on March 1, 2035 and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, 2034 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The

Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Franklin, Milwaukee County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF FRANKLIN MILWAUKEE COUNTY, WISCONSIN

	By:	
	John R. Nelson	
	Mayor	
(SEAL)		
	By:	
		·
	Shirley J. Roberts City Clerk	
	City Clerk	

Date of Authentication:	
CERTIFICA	TE OF AUTHENTICATION
This Note is one of the Notes of to of the City of Franklin, Milwaukee Court	the issue authorized by the within-mentioned resolution nty, Wisconsin.
	BOND TRUST SERVICES CORPORATION, ROSEVILLE, MINNESOTA
	ByAuthorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)		
(Social Security or o	other Identifying Number of Assignee)	
the within Note and all rights thereunde	er and hereby irrevocably constitutes and appoints , Legal Representative, to transfer said Note on	
the books kept for registration thereof,	with full power of substitution in the premises.	
Dated:		
Signature Guaranteed:		
(e.g. Bank, Trust Company or Securities Firm)	(Depository or Nominee Name)	
	NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.	
(Authorized Officer)		

<u>CERTIFICATE OF COMPLIANCE WITH</u> <u>OPEN MEETING LAW PUBLIC NOTICE REQUIREMENTS</u>

I,		,	
	(name)		(title)
of	(officia		
	(officia	al name of mun	icipality)
hereby certify that:			
1. <u>Mee</u>	ting Date. On the	day of	, 20 a
			meeting was held commencing
(County Board,	Common Council, etc	c.)	
at o'clock	m. at		
		(location)	
2. Post	ing. On the d	ay of	, 20 at approximately
o'clock	m., I posted or ca	used to be poste	ed a notice setting forth the time, date,
place and subject m	atter (including specif	fic reference to	the borrowing) of said meeting in the
following public pla	aces (include any post	ing of the notice	e on the municipality's website and
attach an extra shee	et if necessary):		
	• ,		
		AND/OR	
Pub	lication. The		
		(County, C	City, etc.)
caused a notice sett	ing forth the time, dat	e, place and sul	bject matter (including specific reference
to the borrowing) o	of said meeting to be p	ublished on the	e day of, 20
by the following ne	ews medium or media	(attach an extra	a sheet if necessary):
	(If notice was pub	lished rather the	an posted, attach copy
	of published notice		an posicu, anacii copy

3.	Notification of Media. On t	he day of	, 20 at
approximately	y o'clockm., I c	communicated or caused to b	e communicated, the
time, date, pla	ace and subject matter (includi	ng specific reference to the l	porrowing) of said
meeting to the	ose news media who have filed	l a written request for such r	notice, and to the official
newspaper of	the(County, City, etc.	or, if none exists,	to a news medium
likely to give	notice in the area.		
4.	Open Meeting Law Compli	iance. Said meeting was a	
		meeting o	f the
(regular, spec	cial, adjourned annual, etc.)		
		which was called, noti	ced, held and
(County Boar	rd, Common Council, etc.)		
conducted in	open session in compliance wi	ith Subchapter V of Chapter	19 of the Wisconsin
Statutes and	any other applicable local rules	s and State statutes.	
		Name:	·
		Title:	
Attest:			
Name:			
Title:			
			(SEAL)
	(Note:	Questions regarding this for compliance generally show counsel or Quarles & Brace	ald be directed to local

PRELIMINARY OFFICIAL STATEMENT DATED JULY 10, 2024

In the opinion of Quarles & Brady LLP Bond Counsel assuming continued compliance with the requirements of the Internal Revenue Code of 1986, as amended, under existing law interest on the Notes is excludable from gross income and is not an item of tax preference for federal income tax purposes, however interest on the Notes is taken into account in determining "adjusted financial statement income" for purposes of computing the federal alternative minimum tax imposed on Applicable Corporations (as defined in Section 59(k) of the Code) See "TAX EXEMPTION" herein for a more detailed discussion of some of the federal income tax consequences of owning the Notes The interest on the Notes is not exempt from present Wisconsin income or franchise taxes

The Notes shall be designated as "qualified tax-exempt obligations"

New Issue

Rating Application Made: Moody's Investors Service, Inc.

CITY OF FRANKLIN, WISCONSIN

(Milwaukee County)

\$1,980,000* GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2024A

BID OPENING July 16, 2024, 10 00 A M, C T

CONSIDERATION July 16, 2024, 6 30 P M , C T

PURPOSE/AUTHORITY/SECURITY: The \$1,980,000* General Obligation Promissory Notes, Series 2024A (the "Notes") are being issued pursuant to Section 67 12(12), Wisconsin Statutes, by the City of Franklin, Wisconsin (the "City"), for public purposes, including paying the cost of projects included in the Project Plan for Tax Incremental District No. 9 The Notes are general obligations of the City, and all the taxable property in the City is subject to the levy of a tax to pay the principal of and interest on the Notes as they become due which tax may, under current law, be levied without limitation as to rate or amount. Delivery is subject to receipt of an approving legal opinion of Quarles & Brady LLP, Milwaukee, Wisconsin

DATE OF NOTES: August 7, 2024
MATURITY: March 1 as follows

Year	Amount*	Year	Amount*	Year	Amount*
2026	\$75,000	2033	\$95,000	2040	\$120,000
2027	80,000	2034	100,000	2041	125,000
2028	80,000	2035	100,000	2042	130,000
2029	85,000	2036	105,000	2043	140,000
2030	85,000	2037	110,000	2044	145,000
2031	90,000	2038	110,000		
2032	90,000	2030	115 000		

*MATURITY
ADJUSTMENTS:

The City reserves the right to increase or decrease the principal amount of the Notes on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

TERM BONDS: See "Term Bond Option" herein

INTEREST: March 1, 2025 and semiannually thereafter

OPTIONAL REDEMPTION: Notes maturing on March 1, 2035 and thereafter are subject to call for prior optional redemption on March

1, 2034 or any date thereafter, at a price of par plus accrued interest to the date of optional redemption

MINIMUM BID: \$1,955,250 MAXIMUM BID: \$2,138,400

GOOD FAITH DEPOSIT: A good faith deposit in the amount of \$39,600 shall be made by the winning bidder by wire transfer of funds

PAYING AGENT: Bond Trust Services Corporation

BOND COUNSEL &

DISCLOSURE COUNSEL: Quarles & Brady LLP
MUNICIPAL ADVISOR: Ehlers and Associates, Inc

BOOK-ENTRY-ONLY: See "Book-Entry-Only System" herein (unless otherwise specified by the purchaser)





REPRESENTATIONS

No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representation other than those contained in this Official Statement and, if given or made, such other information or representations must not be relied upon as having been authorized by the City This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy any of the Notes in any jurisdiction to any person to whom it is unlawful to make such an offer or solicitation in such jurisdiction.

This Official Statement is not to be construed as a contract with the underwriter (Syndicate Manager) Statements contained herein which involve estimates or matters of opinion are intended solely as such and are not to be construed as representations of fact. Ehlers and Associates, Inc. prepared this Official Statement and any addenda thereto relying on information of the City and other sources for which there is reasonable basis for believing the information is accurate and complete. Quarles & Brady LLP will serve as Disclosure Counsel to the City with respect to the Notes. Compensation of Ehlers and Associates, Inc., payable entirely by the City, is contingent upon the delivery of the Notes.

COMPLIANCE WITH S.E.C. RULE 15c2-12

Certain municipal obligations (issued in an aggregate amount over \$1,000,000) are subject to Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Rule")

Preliminary Official Statement: This Official Statement was prepared for the City for dissemination to potential investors. Its primary purpose is to disclose information regarding the Notes to prospective underwriters in the interest of receiving competitive proposals in accordance with the sale notice contained herein. Unless an addendum is posted prior to the sale, this Official Statement shall be deemed nearly final for purposes of the Rule subject to completion, revision and amendment in a Final Official Statement as defined below

Review Period: This Official Statement has been distributed to prospective bidders for review. Comments or requests for the correction of omissions or inaccuracies must be submitted to Ehlers and Associates, Inc. at least two business days prior to the sale. Requests for additional information or corrections in the Official Statement received on or before this date will not be considered a qualification of a proposal received from an underwriter. If there are any changes, corrections or additions to the Official Statement, interested bidders will be informed by an addendum prior to the sale.

Final Official Statement: Copies of the Final Official Statement will be delivered to the underwriter (Syndicate Manager) within seven business days following the proposal acceptance

Continuing Disclosure: Subject to certain exemptions, issues in an aggregate amount over \$1,000,000 may be required to comply with provisions of the Rule which require that underwriters obtain from the issuers of municipal securities (or other obligated party) an agreement for the benefit of the owners of the securities to provide continuing disclosure with respect to those securities. This Official Statement describes the conditions under which the City is required to comply with the Rule

CLOSING CERTIFICATES

Upon delivery of the Notes, the underwriter (Syndicate Manager) will be furnished with the following items (1) a certificate of the appropriate officials to the effect that at the time of the sale of the Notes and all times subsequent thereto up to and including the time of the delivery of the Notes, this Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (2) a receipt signed by the appropriate officer evidencing payment for the Notes, (3) a certificate evidencing the due execution of the Notes, including statements that (a) no litigation of any nature is pending, or to the knowledge of signers, threatened, restraining or enjoining the issuance and delivery of the Notes, (b) neither the corporate existence or boundaries of the City nor the title of the signers to their respective offices is being contested, and (c) no authority or proceedings for the issuance of the Notes have been repealed, revoked or rescinded, and (4) a certificate setting forth facts and expectations of the City which indicates that the City does not expect to use the proceeds of the Notes in a manner that would cause them to be arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or within the meaning of applicable Treasury Regulations

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CITY OF FRANKLIN COMMON COUNCIL

		Term Expires
John Nelson	Mayor	Aprıl 2026
Mike Barber	Alderman	Aprıl 2025
Jason Craig	Alderman	Aprıl 2026
Courtney Day	Alderman	Aprıl 2026
Michelle Eichmann	Alderman	Aprıl 2025
Yousef Hasan	Alderman	April 2026
Jon Peccarelli	Alderman	Aprıl 2025

ADMINISTRATION

Danielle Brown, Director of Finance & Treasurer Kelly Hersh, Director of Administration Shirley Roberts, City Clerk

PROFESSIONAL SERVICES

Jesse Wesolowski, City Attorney, Franklin, Wisconsin

Quarles & Brady LLP, Bond Counsel and Disclosure Counsel, Milwaukee, Wisconsin

Ehlers and Associates, Inc., Municipal Advisors, Waukesha, Wisconsin (Other office located in Roseville, Minnesota)

INTRODUCTORY STATEMENT

This Official Statement contains certain information regarding the City of Franklin, Wisconsin (the "City") and the issuance of its \$1,980,000* General Obligation Promissory Notes, Series 2024A (the "Notes") Any descriptions or summaries of the Notes, statutes, or documents included herein are not intended to be complete and are qualified in their entirety by reference to such statutes and documents and the form of the Notes to be included in the resolution authorizing the issuance and sale of the Notes ("Authorizing Resolution") to be adopted by the Common Council on July 16, 2024.

Inquiries may be directed to Ehlers and Associates, Inc. ("Ehlers" or the "Municipal Advisor"), Waukesha, Wisconsin, (262) 785-1520, the City's municipal advisor. A copy of this Official Statement may be downloaded from Ehlers' web site at www.ehlers-inc.com by connecting to the Bond Sales link and following the directions at the top of the site

THE NOTES

GENERAL

The Notes will be issued in fully registered form as to both principal and interest in denominations of \$5,000 each or any integral multiple thereof, and will be dated, as originally issued, as of August 7, 2024. The Notes will mature on March 1 in the years and amounts set forth on the cover of this Official Statement. Interest will be payable on March 1 and September 1 of each year, commencing March 1, 2025, to the registered owners of the Notes appearing of record in the bond register as of the close of business on the 15th day (whether or not a business day) of the immediately preceding month. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board ("MSRB"). All Notes of the same maturity must bear interest from the date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

Unless otherwise specified by the purchaser, the Notes will be registered in the name of Cede & Co, as nominee for The Depository Trust Company, New York, New York ("DTC") (See "Book-Entry-Only System" herein) As long as the Notes are held under the book-entry system, beneficial ownership interests in the Notes may be acquired in book-entry form only, and all payments of principal of, premium, if any, and interest on the Notes shall be made through the facilities of DTC and its participants. If the book-entry system is terminated, principal of, premium, if any, and interest on the Notes shall be payable as provided in the Authorizing Resolution.

The City has selected Bond Trust Services Corporation, Roseville, Minnesota ("BTSC"), to act as paying agent (the "Paying Agent") BTSC and Ehlers are affiliate companies. The City will pay the charges for Paying Agent services The City reserves the right to remove the Paying Agent and to appoint a successor.

OPTIONAL REDEMPTION

At the option of the City, the Notes maturing on or after March 1, 2035 shall be subject to optional redemption prior to maturity on March 1, 2034 or any date thereafter, at a price of par plus accrued interest to the date of optional redemption.

*Preliminary, subject to change

Redemption may be in whole or in part of the Notes subject to prepayment. If redemption is in part, the selection of the amounts and maturities of the Notes to be redeemed shall be at the discretion of the City. If only part of the Notes having a common maturity date are called for redemption, then the City or Paying Agent, if any, will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed.

Notice of such call shall be given by sending a notice by registered or certified mail, facsimile or electronic transmission, overnight delivery service or in any other manner required by DTC, not less than 30 days nor more than 60 days prior to the date fixed for redemption to the registered owner of each Note to be redeemed at the address shown on the registration books.

AUTHORITY; PURPOSE

The Notes are being issued pursuant to Section 67 12(12), Wisconsin Statutes, by the City, for public purposes, including paying the cost of projects included in the Project Plan for Tax Incremental District No. 9

ESTIMATED SOURCES AND USES*

Sources		
Par Amount of Notes	\$1,980,000	
Estimated Interest Earnings	<u>4,523</u>	
Total Sources		\$1,984,523
Uses		
Estimated Underwriter's Discount	\$24,750	
Cost of Issuance	72,150	
Deposit to Borrowed Money Fund for Capitalized Interest	77,842	
Deposit to Borrowed Money Fund for Project	1,809,000	
Rounding Amount	<u>781</u>	
Total Uses		\$1,984,523

^{*}Preliminary, subject to change

SECURITY

For the prompt payment of the Notes with interest thereon and for the levy of taxes sufficient for this purpose, the full faith, credit and resources of the City will be irrevocably pledged. The City will levy a direct, annual, irrepealable tax on all taxable property in the City sufficient to pay the interest on the Notes when it becomes due and also to pay and discharge the principal on the Notes at maturity, in compliance with Article XI, Section 3 of the Wisconsin Constitution. S ch tax may, under current law, be levied without limitation as to rate or amount.

RATING

General obligation debt of the City is currently rated "Aa2" by Moody's Investors Service, Inc ("Moody's"). The City has requested a rating on the Notes from Moody's, and bidders will be notified as to the assigned rating prior to the sale Such rating reflects only the views of such organization and explanations of the significance of such rating may be obtained from Moody's.

Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that such rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by such rating agency, if in the judgment of such rating agency circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Notes.

Such rating is not to be construed as a recommendation of the rating agency to buy, sell or hold the Notes, and the rating assigned by the rating agency should be evaluated independently Except as may be required by the Disclosure Undertaking described under the heading "CONTINUING DISCLOSURE" neither the City nor the underwriter undertake responsibility to bring to the attention of the owner of the Notes any proposed changes in or withdrawal of such rating or to oppose any such revision or withdrawal

CONTINUING DISCLOSURE

In order to assist brokers, dealers, and municipal securities dealers, in connection with their participation in the offering of the Notes, to comply with Rule 15c2-12 promulgated by the Securities and Exchange Commission, pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), the City shall agree to provide certain information to the Municipal Securities Rulemaking Board (MSRB) through its Electronic Municipal Market Access (EMMA) system, or any system that may be prescribed in the future. The Rule was last amended, effective February 27, 2019, to include an expanded list of material events. The Disclosure Undertaking includes the two new material events effective February 27, 2019 under the Rule.

On the date of issue and delivery of the Notes, the City shall execute and deliver a Continuing Disclosure Certificate, under which the City will covenant for the benefit of holders including beneficial holders, to provide electronically, or in a manner otherwise prescribed, certain financial information annually and to provide notices of the occurrence of certain events enumerated in the Rule (the "Disclosure Undertaking") The details and terms of the Disclosure Undertaking for the City are set forth in Appendix D. Such Disclosure Undertaking will be in substantially the form attached hereto.

A failure by the City to comply with the Disclosure Undertaking will not constitute an event of default on the Notes. However, such a failure may adversely affect the transferability and liquidity of the Notes and their market price

In the previous five years, the City believes it has not failed to comply in all material respects with its prior undertakings under the Rule Ehlers is currently engaged as dissemination agent for the City.

LEGAL MATTERS

An opinion as to the validity of the Notes and the exemption from federal taxation of the interest thereon will be furnished by Quarles & Brady LLP, Bond Counsel to the City ("Bond Counsel"), and will be available at the time of delivery of the Notes. The legal opinion will be issued on the basis of existing law and will state that the Notes are valid and binding general obligations of the City; provided that the rights of the owners of the Notes and the enforceability of the Notes may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and by equitable principles (which may be applied in either a legal or equitable proceeding). (See "FORM OF LEGAL OPINION" found in Appendix B).

Quarles & Brady LLP has also been retained by the City to serve as Disclosure Counsel to the City with respect to the Notes. Although, as Disclosure Counsel to the City, Quarles & Brady LLP has assisted the City with certain disclosure matters, Quarles & Brady LLP has not undertaken to independently verify the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Notes and assumes no responsibility whatsoever nor shall have any liability to any other party for the statements or information contained or incorporated by reference in the Official Statement Further, Quarles & Brady LLP makes no representation as to the suitability of the Notes for any investor.

TAX EXEMPTION

Quarles & Brady LLP, Milwaukee, Wisconsin, Bond Counsel, will deliver a legal opinion with respect to the federal income tax exemption applicable to the interest on the Notes under existing law substantially in the following form.

"The interest on the Notes is excludable for federal income tax purposes from the gross income of the owners of the Notes. The interest on the Notes is not an item of tax preference for purposes of the federal alternative minimum tax imposed by Section 55 of the Internal Revenue Code of 1986, as amended (the "Code") on individuals, however, interest on the Notes is taken into account in determining "adjusted financial statement income" for purposes of computing the federal alternative minimum tax imposed on Applicable Corporations (as defined in Section 59(k) of the Code). The Code contains requirements that must be satisfied subsequent to the issuance of the Notes in order for interest on the Notes to be or continue to be excludable from gross income for federal income tax purposes. Failure to comply with certain of those requirements could cause the interest on the Notes to be included in gross income retroactively to the date of issuance of the Notes. The City has agreed to comply with all of those requirements. The opinion set forth in the first sentence of this paragraph is subject to the condition that the City comply with those requirements. We express no opinion regarding other federal tax consequences arising with respect to the Notes."

The interest on the Notes is not exempt from present Wisconsin income or franchise taxes.

Prospective purchasers of the Notes should be aware that ownership of the Notes may result in collateral federal income tax consequences to certain taxpayers. Bond Counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Notes should consult their tax advisors as to collateral federal income tax consequences.

From time to time legislation is proposed, and there are or may be legislative proposals pending in the Congress of the United States that, if enacted, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Notes. It cannot be predicted whether, or in what form, any proposal that could alter one or more of the federal tax matters referred to above or adversely affect the market value of the Notes may be enacted. Prospective purchasers of the Notes should consult their own tax advisors regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

ORIGINAL ISSUE DISCOUNT

To the extent that the initial public offering price of certain of the Notes is less than the principal amount payable at maturity, such Notes ("Discounted Bonds") will be considered to be issued with original issue discount. The original issue discount is the excess of the stated redemption price at maturity of a Discounted Bond over the initial offering price to the public, excluding underwriters or other intermediaries, at which price a substantial amount of such Discounted Bonds were sold (issue price). With respect to a taxpayer who purchases a Discounted Bond in the initial public offering at the issue price and who holds such Discounted Bond to maturity, the full amount of original issue discount will constitute interest that is not includible in the gross income of the owner of such Discounted Bond for federal income tax purposes and such owner will not, subject to the caveats and provisions herein described, realize taxable capital gain upon payment of such Discounted Bond upon maturity

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discounted Bond, on days that are determined by reference to the maturity date of such Discounted Bond. The amount treated as original issue discount on a Discounted Bond for a particular semiannual accrual period is generally equal to (a) the product of (i) the yield to maturity for such Discounted Bond (determined by compounding at the close of each accrual period) and (ii) the amount that would have been the tax basis of such Discounted Bond at the beginning of the particular accrual period if held by the original purchaser, and less (b) the amount of any interest payable for such Discounted Bond during the accrual period. The tax basis is determined by adding to the initial public offering price on such Discounted Bond the sum of the amounts that have been treated as original issue discount for such purposes during all prior periods. If a Discounted Bond is sold or exchanged between semiannual compounding dates, original issue discount that would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period

For federal income tax purposes, the amount of original issue discount that is treated as having accrued with respect to such Discounted Bond is added to the cost basis of the owner in determining gain or loss upon disposition of a Discounted Bond (including its sale, exchange, redemption, or payment at maturity). Amounts received upon disposition of a Discounted Bond that are attributable to accrued original issue discount will be treated as tax-exempt interest, rather than as taxable gain.

The accrual or receipt of original issue discount on the Discounted Bonds may result in certain collateral federal income tax consequences for the owners of such Discounted Bonds. The extent of these collateral tax consequences will depend upon the owner's particular tax status and other items of income or deduction

The Code contains additional provisions relating to the accrual of original issue discount. Owners who purchase Discounted Bonds at a price other than the issue price or who purchase such Discounted Bonds in the secondary market should consult their own tax advisors with respect to the tax consequences of owning the Discounted Bonds Under the applicable provisions governing the determination of state and local taxes, accrued interest on the Discounted Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment until a later year. Owners of Discounted Bonds should consult their own tax advisors with respect to the state and local tax consequences of owning the Discounted Bonds.

BOND PREMIUM

To the extent that the initial offering price of certain of the Notes is more than the principal amount payable at maturity, such Notes ("Premium Bonds") will be considered to have bond premium.

Any Premium Bond purchased in the initial offering at the issue price will have "amortizable bond premium" within the meaning of Section 171 of the Code. The amortizable bond premium of each Premium Bond is calculated on a daily basis from the issue date of such Premium Bond until its stated maturity date (or call date, if any) on the basis of a constant interest rate compounded at each accrual period (with straight line interpolation between the compounding dates). An owner of a Premium Bond that has amortizable bond premium is not allowed any deduction for the amortizable bond premium; rather the amortizable bond premium attributable to a taxable year is applied against (and operates to reduce) the amount of tax-exempt interest payments on the Premium Bonds. During each taxable year, such an owner must reduce his or her tax basis in such Premium Bond by the amount of the amortizable bond premium that is allocable to the portion of such taxable year during which the holder held such Premium Bond. The adjusted tax basis in a Premium Bond will be used to determine taxable gain or loss upon a disposition (including the sale, exchange, redemption, or payment at maturity) of such Premium Bond.

Owners of Premium Bonds who did not purchase such Premium Bonds in the initial offering at the issue price should consult their own tax advisors with respect to the tax consequences of owning such Premium Bonds. Owners of Premium Bonds should consult their own tax advisors with respect to the state and local tax consequences of owning the Premium Bonds.

QUALIFIED TAX-EXEMPT OBLIGATIONS

The Notes shall be designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations

MUNICIPAL ADVISOR

Ehlers has served as municipal advisor to the City in connection with the issuance of the Notes. The Municipal Advisor cannot participate in the underwriting of the Notes. The financial information included in this Official Statement has been compiled by the Municipal Advisor. Such information does not purport to be a review, audit or certified forecast of future events and may not conform with accounting principles applicable to compilations of financial information. Ehlers is not a firm of certified public accountants. Ehlers is registered with the Securities and Exchange Commission and the MSRB as a municipal advisor.

MUNICIPAL ADVISOR AFFILIATED COMPANIES

BTSC and Ehlers Investment Partners, LLC ("EIP") are affiliate companies of Ehlers BTSC is chartered by the State of Minnesota and authorized in Minnesota, Wisconsin, Colorado, and Illinois to transact the business of a limited purpose trust company. BTSC provides paying agent services to debt issuers. EIP is a Registered Investment Advisor with the Securities and Exchange Commission. EIP assists issuers with the investment of bond proceeds or investing other issuer funds. This includes escrow bidding agent services. Issuers, such as the City, have retained or may retain BTSC and/or EIP to provide these services If hired, BTSC and/or EIP would be retained by the City under an agreement separate from Ehlers.

INDEPENDENT AUDITORS

The basic financial statements of the City for the fiscal year ended December 31, 2022 have been audited by CliftonLarsonAllen LLP, Milwaukee, Wisconsin, independent auditors (the "Auditor"). The report of the Auditor, together with the basic financial statements, component units financial statements, and notes to the financial statements are attached hereto as "APPENDIX A-FINANCIAL STATEMENTS". The Auditor has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. The Auditor also has not performed any procedures relating to this Official Statement

RISK FACTORS

The following is a description of possible risks to holders of the Notes without weighting as to probability. This description of risks is not intended to be all-inclusive, and there may be other risks not now perceived or listed here. Potential investors should read this Official Statement, including the appendices, in its entirety.

Taxes: The Notes will be general obligations of the City, the ultimate payment of which rests in the City's ability to levy and collect sufficient taxes to pay debt service. In the event of delayed billing, collection or distribution of property taxes, sufficient funds may not be available to the City in time to pay debt service when due.

State Actions: Many elements of local government finance, including the issuance of debt and the levy of property taxes, are controlled by state government. Future actions of the state may affect the overall financial condition of the City, the taxable value of property within the City, and the ability of the City to levy and collect property taxes

Future Changes in Law: Various State and federal laws, regulations and constitutional provisions apply to the City and to the Notes The City can give no assurance that there will not be a change in or interpretation of any such applicable laws, regulations and provisions which would have a material effect on the City or the taxing authority of the City.

Ratings; Interest Rates: In the future, the City's credit rating may be reduced or withdrawn, or interest rates for this type of obligation may rise generally, either possibility resulting in a reduction in the value of the Notes for resale prior to maturity

Tax Exemption: If the federal government taxes all or a portion of the interest on municipal bonds or notes or if the State government increases its tax on interest on bonds and notes, directly or indirectly, or if there is a change in federal or state tax policy, then the value of these Notes may fall for purposes of resale Noncompliance by the City with the covenants in the Authorizing Resolution relating to certain continuing requirements of the Code may result in inclusion of interest to be paid on the Notes in gross income of the recipient for United States income tax purposes, retroactive to the date of issuance

Continuing Disclosure: A failure by the City to comply with the Disclosure Undertaking for continuing disclosure (see "CONTINUING DISCLOSURE") will not constitute an event of default on the Notes. Any such failure must be reported in accordance with the Rule and must be considered by any broker, dealer, or municipal securities dealer before recommending the purchase or sale of the Notes in the secondary market. Such a failure may adversely affect the transferability and liquidity of the Notes and their market price.

Book-Entry-Only System: The timely credit of payments for principal and interest on the Notes to the accounts of the Beneficial Owners of the Notes may be delayed due to the customary practices, standing instructions or for other unknown reasons by DTC participants or indirect participants. Since the notice of redemption or other notices to holders of these obligations will be delivered by the City to DTC only, there may be a delay or failure by DTC, DTC participants or indirect participants to notify the Beneficial Owners of the Notes.

Depository Risk: Wisconsin Statutes direct the local treasurer to immediately deposit upon receipt thereof, the funds of the municipality in a public depository designated by the governing body. A public depository means a federal or state credit union, federal or state savings and loan association, state bank, savings and trust company, mutual savings bank or national bank in Wisconsin or the local government pooled investment fund operated by the State Investment Board. It is not uncommon for a municipality to have deposits exceeding limits of federal and state insurance programs. Failure of a depository could result in loss of public funds or a delay in obtaining them. Such a loss or delay could interrupt a timely payment of municipal debt.

Economy: A combination of economic, climatic, political or civil disruptions or terrorist actions outside of the control of the City, including loss of major taxpayers or major employers, could affect the local economy and result in reduced tax collections and/or increased demands upon local government Real or perceived threats to the financial stability of the City may have an adverse effect on the value of the Notes in the secondary market

Secondary Market for the Notes: No assurance can be given that a secondary market will develop for the purchase and sale of the Notes or, if a secondary market exists, that such Notes can be sold for any particular price. The underwriters are not obligated to engage in secondary market trading or to repurchase any of the Notes at the request of the owners thereof. Prices of the Notes as traded in the secondary market are subject to adjustment upward and downward in response to changes in the credit markets and other prevailing circumstances. No guarantee exists as to the future market value of the Notes Such market value could be substantially different from the original purchase price.

Bankruptcy: The rights and remedies of the holders may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws, or equitable principles that may affect the enforcement of creditors' rights, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against local governments. The opinion of Bond Counsel to be delivered with respect to the Notes will be similarly qualified See "MUNICIPAL BANKRUPTCY" herein.

Cybersecurity: The City is dependent on electronic information technology systems to deliver services. These systems may contain sensitive information or support critical operational functions which may have value for unauthorized purposes. As a result, the electronic systems and networks may be targets of cyberattack. There can be no assurance that the City will not experience an information technology breach or attack with financial consequences that could have a material adverse impact

VALUATIONS

WISCONSIN PROPERTY VALUATIONS; PROPERTY TAXES

Equalized Value

Section 70 57, Wisconsin Statutes, requires the Department of Revenue to annually determine the equalized value (also referred to as full equalized value or aggregate full value) of all taxable property in each county and taxation district. The equalized value is an independent estimate of value used to equate individual local assessment policies so that property taxes are uniform throughout the various subdivisions in the State. Equalized value is calculated based on the history of comparable sales and information about value changes or taxing status provided by the local assessor. A comparison of the State-determined equalized value and the local assessed value, expressed as a percentage, is known as the assessment ratio or level of assessment. The Department of Revenue notifies each county and taxing jurisdiction of its equalized value on August 15; school districts are notified on October 1. The equalized value of each county is the sum of the valuations of all cities, villages, and towns within its boundaries. Taxing jurisdictions lying in more than one municipality, such as counties, school districts, or special taxing districts, use the equalized value of the underlying units in calculating and levying their respective levies. Equalized values are also used to apportion state aids and calculate municipal general obligation debt limits.

Assessed Value

The "assessed value" of taxable property in a municipality is determined by the local assessor, except for manufacturing properties which are valued by the State. Each city, village or town retains its own local assessor, who must be certified by the State Department of Revenue. Assessed value is used by these municipalities to determine tax levy mill rates and to apportion levies among individual property owners. Each taxing district must assess property at full value at least once in every five-year period. The State requires that the assessed values must be within 10% of State equalized values at least once every four years. The local assessor values property as of January 1 each year and submits those values to each municipality by the second Monday in June. The assessor also reports any value changes taking place since the previous year, to the Department of Revenue, by the second Monday in June.

CURRENT PROPERTY VALUATIONS

2023 Equalized Value	\$6,129,0 68,900
2023 Equalized Value Reduced by Tax Increment Valuation	\$5,958,9 75,200
2023 Assessed Value	\$5,955,1 91,700

2023 EQUALIZED VALUE BY CLASSIFICATION

	2023 Equalized Value ¹	Percent of Total Equalized Value
Residential	\$4,550,118,900	74 238%
Commercial	1,310,686,200	21 385%
Manufacturing	173,289,500	2 827%
Agrıcultural	943,200	0 015%
Undeveloped	2,712,000	0 044%
Ag Forest	490,000	0 008%
Forest	537,000	0.009%
Other	25,196,400	0.411%
Personal Property	65,095,700	1.062%
Total	\$6,129,068,900	100.000%

TREND OF VALUATIONS

Year	Assessed Value	Equalized Value ¹	Percent Increase/Decrease in Equalized Value
2019	\$4,229,425,745	\$4,360,269,000	8.39%
2020	4,511,874,000	4,587,752,500	5.22%
2021	4,877,836,200	4,887,373,400	6.53%
2022	5,409,719,900	5,423,303,100	10 97%
2023	5,955,191,700	6,129,068,900	13 01%

Source: Wisconsin Department of Revenue, Bureau of Equalization and Local Government Services Bureau.

Includes tax increment valuation.

LARGER TAXPAYERS

Taxpayer	Type of Business/Property	2023 Equalized Value ¹	Percent of City's Total Equalized Value
Northwestern Mutual Life Ins. ²	Insurance Company	\$91,272,315	1 49%
Wheaton Franciscan Medical	Hospital/Medical Buildings	54,760,816	0 89%
Aurora Healthcare	Hospital/Medical Buildings	53,819,296	0 88%
Velo Vıllage Apartments, LLC	Apartments	50,298,577	0 82%
Whitnall Pointe Limited Partnership	p Apartments	40,290,755	0 66%
BPC County Land LLC	Ballpark Commons TID 5	35,628,746	0 58%
Foresthill Highlands	Apartments	33,318,790	0 54%
Manchester Oaks Apartments	Apartments	30,689,469	0 50%
Franklın Statesman	Apartments	26,444,085	0.43%
ETCL FranklinTrans-Packaging LI	LC Packaging Facility	24,237,976	0.40%
Total		\$440,760,825	7.19%

\$6,129,068,900

City's Total 2023 Equalized Value³

Source: The City.

Calculated by dividing the 2023 Assessed Values by the 2023 Aggregate Ratio of assessment for the City.

Northwestern Mutual has indicated its intent to close its Franklin location and move the employees currently at its Franklin location to a downtown Milwaukee location in 2027.

³ Includes tax increment valuation.

DEBT

DIRECT DEBT1

General Obligation Debt (see schedules following)

Total General Obligation Debt (includes the Notes)*

\$69,132,183

MUNICIPAL REVENUE OBLIGATIONS

The City has issued municipal revenue obligations ("MROs") as part of development agreements, which are payable solely from certain tax increment revenues to the extent those revenues are available. Such obligations are special limited obligations of the City payable solely from tax increment revenues of the related property. If such tax increment revenues are not generated and available, no payment is due on the related MROs. For more information on such MROs, see Note 3.H. in "APPENDIX A - FINANCIAL STATEMENTS" attached hereto.

DEBT PAYMENT HISTORY

Te City has no record of default in the payment of principal and interest on its debt.

FUTURE FINANCING

The City expects to issue general obligation debt in 2025 for its capital borrowing, but the amount and timing have not yet been determined. The City also may pursue lease purchase financing for certain energy efficiency projects at municipal buildings in the approximate amount of \$2,500,000. Aside from the preceding, the City has no current plans for additional financing in the next 12 months.

DEBT LIMIT

The constitutional and statutory general obligation debt limit for Wisconsin municipalities, including towns, cities, villages, and counties (Article XI, Section 3 of the Wisconsin Constitution and Section 67.03, Wisconsin Statutes) is 5% of the current equalized value.

Equalized Value	\$6,129,068,900
Multiply by 5%	0.05
Statutory Debt Limit ²	\$306,453,445
Less: General Obligation Debt*	(69,132,183)
Unused Debt Limit*	\$237,321,262
*Preliminary, subject to change	

Outstanding debt is as of the dated date of the Notes.

The City has adopted a debt policy which provides that the City intends to keep outstanding general obligation debt within 40% of the limit prescribed by law

City of Franklin, Wisconsin Schedule of Bonded Indebtedness General Obligation Debt Secured by Taxes (As of 08/07/2024)

	NAMES OF THE OWNER, WHEN THE O	- Salaria	- 1, 5 (1,5)		
ment Bonds 38	6 0		Interest	96,950 166,500 168,800 115,900 106,075 88,525 70 375 51,700 32,094 10,969	1,085 688
Community Development Bonds Series 2019B	02/20/2019 \$6,365,000	03/01	Principal	0 370,005 515,000 535,000 575,000 615,000 615,000 675,000 675,000	5 720,000
Purpose Bonds .9A ^{2}}	000		Interest	136,863 258,72 228,475 196,425 162,938 128,563 93,500 57,063 19,250	1,281,950
Taxable Corporate Purpose Bonds Series 2019A ²⁾	02/20/2019 \$13,685 00 0	03/01	Principal	0 1,000,000 1,002,000 1,100,000 1,100,000 1,100,000 1,100,000 1,100,000	8,620,000
otes 'B	7 0		Interest	10,188 16,625 9 688 3 250	39 750
Promissory Notes Series 2017B	12/21/2017 \$1,630,000	03/01	Principal	250,000 225,000 260,000	765,000
Bonds 4B	0 0		Interest	10 994 21,013 19,063 17 113 15,088 12,988 10,813 8,516 6,172 3,750 1,250	126,756
Water System Bonds Series 2014B	12/18/2014 \$1,290,000	03/01	Principal	0 65,000 65,000 70,000 70,000 75,000 75,000 80,000 80,000	720,000
missory Notes)	12 35		Interest	133 652 249 575 213 682 176,904 119,221 100,611 61,049 20 514	1,095 208
Sewerage System Promissory Notes (CWFL) ¹⁾ Series 2012	01/25/2012 \$24,588,635	05/01	Principal	1,440 181 1,475 638 1,511,968 1 549 193 1,587,334 1,666,456	10,857 183
	Dated	Maturity	Calendar Year Ending	2024 2025 2026 2029 2029 2030 2031 2033 2034 2035 2036 2039 2040 2041 2042 2043	

-Continued on next page

1) Debt supported by Intergovernmental Agreement with another entity that has agreed to pay all principal and interest on the issue

2) Debt service is expected to be paid with tax increment revenues from the City's TID #5. The major development in TID #5 is Ball Park Commons, which is a mixed -use development consisting of a baseball stadium, sports village, restaurants, apartments, retail buildings, a hotel and offices. Under State law the City is required to levy an amount sufficient to meet the debt service on its outstanding general obligation debt, but such levy may be abated by the use of such offsetting revenues, if and to the extent available. Property in TID #5 has not increased in value at the rate anticipated by the City and the City expects that tax increment revenues may not be realized in amounts sufficient to cover the full debt service payments in future year While the developer of 8all Park Commons agreed in its development agreement to make shortfall payments to make up for any deficiency in tax increment revenues for payment of debt service, no guarantee can be given that the developer will timely make any required shortfall payments.

To the extent tax increment revenues are not available to pay debt service and the developer fails to timely make shortfall payments, the City would be required to levy to pay debt service in addition the City may use interfund advances from its general fund to support the TID #5 fund

City of Franklin, Wisconsin Schedule of Bonded Indebtedness continued General Obligation Debt Secured by Taxes (As of 08/07/2024)

Faxable Corporate Purpose Bonds Series 2019C ¹⁾	orporate Purp Series 2019C ¹⁾	ose Bonds	Promissory Notes Series 2019D	SS _	Taxable Refunding Bonds Series 2020A ¹⁾	ig Bonds A ¹⁾	Community Development Bonds Series 2020B 12/10/2020	nent Bonds B	Promissory Notes Series 2021A 11/17/2021	Notes 1.A 2.1
12/04/2019 \$12,360 000		(POVI	12/04/2019 \$2,285,000	estrae so r	12/10/2020 \$9,545,000	2.0	\$3,045,000		\$2,040,000	0.
03/01			03/01		03/01		03/01		03/01	
Principal		Interest	Principal	Interest	Principal	Interest	Principal	interest	Principal	Interest
	7	146,818	0	13,200	o	88,168	0	21,126	0	17,400
450,000 28	82	289,023	470,000	19350	200,000	174,335	150 000	40,753	150,000	33,300
	22	277 691	295,000	9 350	300,000	169 335	150,000	37,753	200,000	29 800
	76	3,548	320,000	3 200	400,000	162 335	200,000	34,253	250,000	25,300
	248	,245			200,000	153,335	250,000	29 753	300,000	19,800
	ž	,228			000'009	142,335	300,000	24,253	400,000	12,800
	127	,213		•	675,000	129,585	325,000	15 928	440,000	2
	Ĕ :	136,148			000,057	102.973	375.000	12.171		
65,000	3 8	99.616			950,000	86,798	380,000	7,640		
	7	710			970,000	69 755	390,000	2,633		
	25	52,348			1,000 000	51,525				:
	œ,	335		•	1,025,000	31,775				
	9	218			1,050,000	10,763				
		_								
		4,88								
										-
11,510,000 2,102,253	2,102,2	2	1,085,000	45 100	9,345,000	1,489,850	2,870,000	246,125	1,740,000	142,800

-Continued on next page

1) Debt service is expected to be paid with tax increment revenues from the City's TID #5. The major development in TID #5 is Bail Park Commons, which is a mixed -use development consisting of a baseball stadium, sports village, restaurants, apartments, retail buildings, a hotel and offices. Under State law, the City is required to levy an amount sufficient to meet the debt service on its outstanding general obligation debt, but such levy may be abated by the use of such offsetting revenues, if and to the extent available. Property in TID #5 has not increased in value at the rate anticipated by the City and the City expects that tax increment revenues may not be realized in amounts sufficient to cover the full debt service payments in future year. While the developer of Bail Park Commons agreed in its development agreement to make shortfall payments to make up for any deficiency in tax increment revenues for payment of debt service, no guarantee can be given that the developer will timely make any required shortfall payments.

To the extent tax increment revenues are not available to pay debt service and the developer fails to timely make shortfall payments, the City would be required to levy to pay debt service In addition the City may use interfund advances from its general fund to support the TID #5 fund

City of Franklin, Wisconsin Schedule of Bonded Indebtedness continued General Obligation Debt Secured by Taxes (As of 08/07/2024)

			Calendar	Foding		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044		
				% Paid		%00	7 31%	15 37%	24.15%	32.58%	45.35%	54.54%	63.39%	70.22%	75 80%	81 25%	85 10%	88 77%	92.53%	93.87%	95.24%	96.69%	98.18%	98.97%	99 79%	100.00%		
				Principal Outstanding		69 132,183	64,077 003	58,506,365	52,439 397	46,610 204	37 782,870	31,426,456	25 310,000	20 585 000	16,730,000	12,965,000	10,300,000	7 765 000	5 165,000	4,240,000	3 290,000	2,285,000	1,255,000	715 000	145 000	0		
				Total D.8.	5	924,769	6,909,345	7,268,419	7 601,599	7 195,446	9 993,108	7 320 087	6,912,113	5 371,048	4,382,424	4,191,964	3,008,296	2,810 602	2,808,846	1,085 721	1,082,098	1,106,919	1,100,388	582,656	588,544	148,081	82,392,472	
				Total	100000000000000000000000000000000000000	924,769	1,854,165	1,697 781	1,534,631	1,366,253	1,165 774	963,673	795,657	646,048	527,424	426,964	343,296	275 602	208,846	160,721	132,098	101,919	70 388	42,656	18,544	3,081	13,260,288	
				lenienis Inde		0	5,055,181	5 570,638	6,066,968	5,829,193	8,827,334	6,356,414	6,116,456	4 725,000	3,855,000	3 765,000	2,665 000	2,535,000	2,600,000	925,000	950,000	1,005,000	1,030,000	540 000	570 000	145,000	69 132,183	
otes A	*(Est)mated		0	77,842	71,646	68,955	66,275	63,573	60,811	57,967	55,042	52,026	48,823	45,498	42,017	38,248	34,178	29,823	25,169	20,200	14,875	9 138	3,081	885,184	
Promissory Notes Series 2024A	08/07/2024 \$1,980,000*	03/01			Francipal	0	0	75,000	80,000	80,000	85,000	85,000	90,000	000'06	95,000	100,000	100.000	105,000	110,000	110,000	115,000	120,000	125,000	130,000	140,000	145,000	1,980,000	
otes B			Senior		Interest	51,750	98,125	87,875	78,000	67,625	56,625	45,125	33,000	20,250	6,875												545,250	
Promissory Notes Series 2023B	11/28/2023 \$2,350 000	03/01			Principal	0	215.000	195.000	200,000	215.000	225,000	235,000	250,000	260.000	275.000												2,070,000	
se Bonds 3A	S3				Interest	129.563	254.375	244.625	234 500	224.000	212.875	201.125	188.875	176.125	162,625	148 375	133 375	119.225	106,019	91,994	77 125	61,400	45.038	27 781	9.406		2,848,425	
Corporate Purpose Bonds Series 202,3A	11/28/2023 \$5,975 000	03/01			Principal	c	000 061	200 002	205,000	215,000	230,000	240.000	250.000	260,000	280 000	240,000	310,000	320,026	330.000	350,000	360.000	380.000	390.000	410.000	430.000		5 640 000	
e Bonds					Interest	001	134 675	130,050	122,850	114 075	104.850	96 900	005,08	83.250	26.000	68 450	60,550	52.250	43.600	34.550	25 150	15 350	5 150				1,325 950	
Corporate Purpose Bonds Series 2021B	12/02/2021 \$ 6 ,510,000	03/01			Principal	c	000	000,005	200,000	305,000	310,000	330,000	340,000	000 046	333 000	285 000	000	425,000	440 000	465.000	475,000	505 000	000 212				6,210,000	
	Dated Amount	Maturity		Calendar	Year Ending	7000	2005	5005	2020	702	2028	202	2031	202	2033	7037	1 60	2036	2032	2038	2039	9040	2041	2042	2043	204	2 - T. J.	:

* Preliminary subject to change

OVERLAPPING DEBT¹

Taxing District	2023 Equalized Value ²	% In City	Total G.O. Debt ³	City's Proportionate Share
Mılwaukee County	\$96,037,594,500	6 3819%	\$364,634,377	\$23,270,601
Franklın Public School District	4,720,379,171	100 0000%	37,070,0 00	37,070,000
Oak Creek-Franklın Joint School District	6,583,966,191	15.9897%	106,115,000	16,967,470
Whitnall School District	2,431,434,546	14.6389%	510, 791	74,774
Mılwaukee Area Technıcal College	118,936,724,216	5.1532%	78,280,0 00	4,033,925
Mılwaukee County Metro Sewer District	94,247,542,900	6.5032%	839,554,914	54,597,935
City's Share of Total Overlapping Debt				\$136,014,706
DEBT RATIOS		n	aht/Fanalizad	Dobt/ Por

	G.O. Debt	Debt/Equalized Value \$6,129,068,900	Debt/ Per Capita 35,785 ⁴
Total General Obligation Debt*	\$69,132,183	1 13%	\$1,931 88
City's Share of Total Overlapping Debt	136,014,706	2 22%	\$3,800.89
Total*	\$205,146,889	3.35%	\$5,732 76

^{*}Preliminary, subject to change.

Overlapping debt is as of the dated date of the Notes Only those taxing jurisdictions with general obligation debt outstanding are included in this section.

² Includes tax increment valuation.

Outstanding debt based on information obtained on EMMA and the Municipal Advisor's records.

⁴ Estimated 2023 population.

TAX LEVIES AND COLLECTIONS

TAX LEVIES AND COLLECTIONS

Tax Year	Levy for City Purposes Only	% Collected	Levy/Equalized Value Reduced by Tax Increment Valuation in Dollars per \$1,000
2019/20	\$21,741,900	100%	\$5.16
2020/21	21,918,100	100%	4.97
2021/22	22,432,000	100%	4.81
2022/23	22,929,400	100%	4.37
2023/24	23,450,500	In Process	3.94

Property tax statements are distributed to taxpayers by the town, village, and city treasurers in December of the levy year Current state law requires counties to pay 100% of the real property taxes levied to cities, villages, towns, school districts and other taxing entities on or about August 20 of the collection year.

Personal property taxes, special assessments, special charges and special taxes must be paid to the town, city or village treasurer in full by January 31, unless the municipality, by ordinance, permits special assessments to be paid in installments Real property taxes must be paid in full by January 31 or in two equal installments by January 31 and July 31 Alternatively, municipalities may adopt a payment plan which permits real property taxes to be paid in three or more equal installments, provided that the first installment is paid by January 31, one-half of the taxes are paid by April 30 and the remainder is paid by July 31. Amounts paid on or before January 31 are paid to the town, city or village treasurer. Amounts paid after January 31, are paid to the county treasurer unless the municipality has authorized payment in three or more installments in which case payment is made to the town, city or village treasurer. On or before January 15 and February 20 the town, city or village treasurer settles with other taxing jurisdictions for all collections through December and January, respectively. In municipalities which have authorized the payment of real property taxes in three or more installments, the town, city or village treasurer settles with the other taxing jurisdictions on January 15, February 20 and on the fifteenth day of each month following the month in which an installment payment is required. On or before August 20, the county treasurer must settle in full with the underlying taxing districts for all real property taxes and special taxes. Any county board may authorize its county treasurer to also settle in full with the underlying taxing districts for all special assessments and special charges. The county may then recover any tax delinquencies by enforcing the lien on the property and retain any penalties or interest on the delinquencies for which it has settled Uncollected personal property taxes owed by an entity that has ceased operations or filed a petition for bankruptcy, or are due on personal property that has been removed from the next assessment roll are collected from each taxing entity in the year following the levy year. The personal property tax has been repealed, starting with the property tax assessments as of January 1, 2024. Beginning in 2025, the personal property tax has been replaced with a payment from the State intended to replace the amount of property taxes imposed on personal property for the property tax assessments as of January 1, 2023

PROPERTY TAX RATES

Full value rates for property taxes expressed in dollars per \$1,000 of equalized value (excluding tax increment valuation) that have been collected in recent years have been as follows:

Year Levied/ Year Collected	Schools ¹	County	Local	Other ²	Total
2019/20	\$11.41	\$4 79	\$5.16	\$1 65	\$23 01
2020/21	10.93	4 61	4.97	1.58	22 09
2021/22	10 08	4.29	4.81	1.49	20.67
2022/23	9 36	3.84	4.37	1.36	18 93
2023/24	8.75	3.28	3.94	1.28	17.25

Source: Property Tax Rates were extracted from Statement of Taxes prepared by the Wisconsin Department of Revenue, Division of State and Local Finance.

LEVY LIMITS

Section 66.0602 of the Wisconsin Statutes, imposes a limit on property tax levies by cities, villages, towns and counties. No city, village, town or county is permitted to increase its tax levy by a percentage that exceeds its valuation factor (which is defined as a percentage equal to the greater of either the percentage change in the political subdivision's January 1 equalized value due to new construction less improvements removed between the previous year and the current or zero percent; for a tax incremental district created after December 31, 2024, the valuation factor includes 90% of the equalized value increase due to new construction that is located in a tax incremental district, but does not include any improvements removed in a tax incremental district). The base amount in any year to which the levy limit applies is the actual levy for the immediately preceding year. In 2018, and in each year thereafter, the base amount is the actual levy for the immediately preceding year plus the amount of the payment from the State under Section 79 096 of the Wisconsin Statutes (an amount equal to the property taxes formerly levied on certain items of personal property), and the levy limit is the base amount multiplied by the valuation factor, minus the amount of the payment from the State under Section 79.096 of the Wisconsin Statutes. This levy limitation is an overall limit, applying to levies for operations as well as for other purposes.

A political subdivision that did not levy its full allowable levy in the prior year can carry forward the difference between the allowable levy and the actual levy, up to a maximum of 1.5% of the prior year's actual levy. The use of the carry forward levy adjustment needs to be approved by a majority vote of the political subdivision's governing body (except in the case of towns) if the amount of carry forward levy adjustment is less than or equal to 0.5% and by a super majority vote of the political subdivision's governing body (three-quarters vote if the governing body is comprised of five or more members, two-thirds vote if the governing body is comprised of fewer than five members) (except in the case of towns) if the amount of the carry forward levy adjustment is greater than 0.5% up to the maximum increase of 1.5%. For towns, the use of the carry forward levy adjustment needs to be approved by a majority vote of the annual town meeting or special town meeting after the town board has adopted a resolution in favor of the adjustment by a majority vote if the amount of carry forward levy adjustment is less than or equal to 0.5% or by two-thirds vote or more if the amount of carry forward levy adjustment is greater than 0.5% up to the maximum of 1.5%

The Schools tax rate reflects the composite rate of all local school districts and technical college district

Includes taxes levied for special purpose districts such as metropolitan sewerage districts, sanitary districts, and public inland lake protection districts. Tax increment values are not included.

Beginning with levies imposed in 2015, if a political subdivision does not make an adjustment in its levy as described in the above paragraph in the current year, the political subdivision may increase its levy by the aggregate amount of the differences between the political subdivision's valuation factor in the previous year and the actual percent increase in a political subdivision's levy attributable to the political subdivision's valuation factor in the previous year, for the five years before the current year, less any amount of such aggregate amount already claimed as an adjustment in any of the previous five years. The calculation of the aggregate amount available for such adjustment may not include any year before 2014, and the maximum adjustment allowed may not exceed 5%. The use of the adjustment described in this paragraph requires approval by a two-thirds vote of the political subdivision's governing body, and the adjustment may only be used if the political subdivision's level of outstanding general obligation debt in the current year is less than or equal to the political subdivision's level of outstanding general obligation debt in the previous year

Special provisions are made with respect to property taxes levied to pay general obligation debt service. Those are described below. In addition, the statute provides for certain other adjustments to and exclusions from the tax levy limit. Among the exclusions, Section 66.0602(3)(e)5, of the Wisconsin Statutes provides that the levy limit does not apply to "the amount that a political subdivision levies in that year to make up any revenue shortfall for the debt service on a revenue bond issued under Section 66.0621 by that political subdivision." Recent positions taken by the Wisconsin Department of Revenue ("DOR") call into question the availability of this exception if the revenue shortfall is planned or ongoing. To date, such DOR positions have not been expressed formally in a declaratory ruling under Section 227.41(5)(a) of the Wisconsin Statutes, nor have they been the subject of any court challenge or resulting court ruling.

With respect to general obligation debt service, the following provisions are made:

- (a) If a political subdivision's levy for the payment of general obligation debt service, including debt service on debt issued or reissued to fund or refund outstanding obligations of the political subdivision and interest on outstanding obligations of the political subdivision, on debt originally issued before July 1, 2005, is less in the current year than in the previous year, the political subdivision is required to reduce its levy limit in the current year by the amount of the difference between the previous year's levy and the current year's levy.
- (b) For obligations authorized before July 1, 2005, if the amount of debt service in the preceding year is less than the amount of debt service needed in the current year, the levy limit is increased by the difference between the two amounts. This adjustment is based on scheduled debt service rather than the amount actually levied for debt service (after taking into account offsetting revenues such as sales tax revenues, special assessments, utility revenues, tax increment revenues or surplus funds). Therefore, the levy limit could negatively impact political subdivisions that experience a reduction in offsetting revenues.
- (c) The levy limits do not apply to property taxes levied to pay debt service on general obligation debt authorized on or after July 1, 2005.

The Notes were authorized after July 1, 2005 and therefore the levy limits do not apply to taxes levied to pay debt service on the Notes

REVENUE FROM THE STATE

In addition to local property taxes described above, a number of state programs exist which provide revenue to the City One such program is commonly known as shared revenue which, pursuant to sec. 79.036, Wis. Stats, provides funding to the City that can be used for any public purpose. 2023 Wisconsin Act 12 ("Act 12") created a supplement to shared revenue, with payments to the City beginning in 2024. This supplemental shared revenue may be used only for the purposes specified in section 79 037, Wis. Stats. In 2024, the City is expected to receive approximately \$1 29 million in shared revenue and supplemental shared revenue from the State, an increase from the approximately \$433,000 received in 2023. In future years, the amount of supplemental shared revenue could grow if state sales tax collections grow

THE ISSUER

CITY GOVERNMENT

The City was incorporated in 1956 and is governed by a Mayor and a six-member Common Council. The Mayor does not vote except in the case of a tie. All council members are elected to three-year terms. The appointed City Clerk, Director of Administration and Director of Finance & Treasurer are responsible for administrative details and financial records.

EMPLOYEES; PENSIONS

The City employs a staff of 209 full-time, 35 part-time, and three seasonal employees. All eligible employees in the City are covered under the Wisconsin Retirement System ("WRS") established under Chapter 40 of the Wisconsin Statutes ("Chapter 40") The WRS is a cost-sharing multiple-employer defined benefit pension plan. The Department of Employee Trust Funds ("ETF") administers the WRS. Required contributions to the WRS are determined by the ETF Board pursuant to an annual actuarial valuation in accordance with Chapter 40 and the ETF's funding policies. The ETF Board has stated that its funding policy is to (i) ensure funds are adequate to pay benefits, (ii) maintain stable and predictable contribution rates for employers and employees; and (iii) maintain inter-generational equity to ensure the cost of the benefits is paid for by the generation that receives the benefits.

City employees are generally required to contribute half of the actuarially determined contributions, and the City generally may not pay the employees' required contribution. During the fiscal year ended December 31, 2020 ("Fiscal Year 2020"), the fiscal year ended December 31, 2021 ("Fiscal Year 2021") and the fiscal year ended December 31, 2022 ("Fiscal Year 2022"), the City's portion of contributions to WRS (not including any employee contributions) totaled \$1,568,169, \$1,505,635 and \$1,490,772, respectively.

Governmental Accounting Standards Board Statement No. 68 ("GASB 68") requires calculation of a net pension liability for the pension plan. The net pension liability is calculated as the difference between the pension plan's total pension liability and the pension plan's fiduciary net position. The pension plan's total pension liability is the present value of the amounts needed to pay pension benefits earned by each participant in the pension plan based on the service provided as of the date of the actuarial valuation. In other words, it is a measure of the present value of benefits owed as of a particular date based on what has been earned only up to that date, without taking into account any benefits earned after that date. The pension plan's fiduciary net position is the market value of plan assets formally set aside in a trust and restricted to paying pension plan benefits. If the pension plan's total pension liability exceeds the pension plan's fiduciary net position, then a net pension liability results. If the pension plan's fiduciary net position exceeds the pension plan's total pension liability, then a net pension asset results

As of December 31, 2021, the total pension liability of the WRS was calculated as \$133 79 billion and the fiduciary net position of the WRS was calculated as \$141 85 billion, resulting in a net pension asset of \$8.06 billion. As of December 31, 2022, the total pension liability of the WRS was calculated as \$123.7 billion and the fiduciary net position of the WRS was calculated as \$118.4 billion, resulting in a net pension liability of \$5 3 billion. Accordingly, the City will report a liability for its proportionate share of the net pension liability of the WRS in its audited financial statements for the year ended December 31, 2023.

Under GASB 68, each participating employer in a cost-sharing pension plan must report the employer's proportionate share of the net pension liability or net pension asset of the pension plan Accordingly, for Fiscal Year 2022, the City reported an asset of \$10,346,427 for its proportionate share of the net pension asset of the WRS. The net pension asset was measured as of December 31, 2021 based on the City's share of contributions to the pension plan relative to the contributions of all participating employers. The City's proportion was 0.12836466% of the aggregate WRS net pension asset as of December 31, 2021.

The calculation of the total pension asset and fiduciary net position are subject to a number of actuarial assumptions, which may change in future actuarial valuations. Such changes may have a significant impact on the calculation of net pension asset of the WRS, which may also cause the ETF Board to change the contribution requirements for employers and employees. For more detailed information regarding the WRS and such actuarial assumptions, see Note 4 A in "APPENDIX A - FINANCIAL STATEMENTS" attached hereto.

The City provides other pension benefits to public works employees who have satisfied specified eligibility standards through a single-employer defined benefit plan. The amount of such benefits are based on years of service and average compensation. Membership of the plan consisted of 30 retirees receiving benefits, 10 terminated vested retirees and 17 active plan members, as of January 1, 2023, the date of the latest actuarial valuation. The plan is closed to new entrants as of January 1, 2019.

Pension benefit calculations are required to be updated every two years and prepared in accordance with GASB 68. An actuarial study for the plan was most recently completed by The Principal Financial Group in April 2023 with an actuarial valuation date of January 1, 2023 (the "Pension Actuarial Report")

Under GASB 68, an actuarially determined contribution ("ADC") is calculated as a target or recommended contribution to the plan for the reporting period, determined in conformity with actuarial standards based on the most recent measurement available.

As shown in the Pension Actuarial Report, the City's ADC for Fiscal Year 2022 was \$159,303. For Fiscal Year 2022, contributions to the plan totaled \$255,792. The City's current funding practice is to at least fully fund ADC, with additional discretionary contributions. As shown in the Pension Actuarial Report, as of January 1, 2023, the total pension liability was \$11,562,029 and the fiduciary net position was \$11,720,280, resulting in net pension asset of \$158,251.

Under the Service and Expense Agreement (the "Agreement) for the supplemental pension benefits plan, the plan administrator guarantees payments to certain plan participants under a group annuity contract. In the event the value of the group annuity contract drops below a threshold amount, the plan administrator may require the City to make a payment for the difference in value.

The calculation of the total pension liability and fiduciary net position are subject to a number of actuarial assumptions, which may change in future actuarial valuations. For more detailed information regarding such actuarial assumptions, see Note 4.A. in "Appendix A - Financial Statements" attached hereto. The Pension Actuarial Report is available from the City upon request

The City also provides a defined contribution pension plan benefit to eligible non-protective employees (other than public works employees) Eligibility begins after six months of employment with the City. The plan is closed to new members as of January 1, 2021. Employees are required to make contributions of 5% of wages For Fiscal Year 2022, the City contributed \$22,162 and employees contributed \$22,162 to the plan. For more information, see Note 4 B. in "Appendix A - Financial Statements."

Recognized and Certified Bargaining Units

All eligible City personnel are covered by the Municipal Employment Relations Act ("MERA") of the Wisconsin Statutes Pursuant to that law, employees have rights to organize and collectively bargain with municipal employers MERA was amended by 2011 Wisconsin Act 10 (the "Act") and by 2011 Wisconsin Act 32, which altered the collective bargaining rights of public employees in Wisconsin

As a result of the 2011 amendments to MERA, the City is prohibited from bargaining collectively with municipal employees, other than public safety and transit employees, with respect to any factor or condition of employment except total base wages. Even then, the City is limited to increasing total base wages beyond any increase in the consumer price index since 180 days before the expiration of the previous collective bargaining agreement (unless City were to seek approval for a higher increase through a referendum). Ultimately, the City can unilaterally implement the wages for a collective bargaining unit.¹

Under the changes to MERA, impasse resolution procedures were removed from the law for municipal employees of the type employed by the City, including binding interest arbitration. Strikes by any municipal employee or labor organization are expressly prohibited. Furthermore, if strikes do occur, they may be enjoined by the courts Additionally, because the only legal subject of bargaining is base wages, all bargaining over items such as just caust, benefits, and terms of conditions of employment are prohibited and cannot be included in a collective bargaining agreement. Impasse resolution for public safety employees and transit employees is subject to final and binding arbitration procedures, which do not include a right to strike. Interest arbitration is available for transit employees if certain conditions are met

The following bargaining units represent employees of the City:

Bargaining Unit	Expiration Date of Current Contract
Police	December 31, 2024
Fire	December 31, 2026

OTHER POST EMPLOYMENT BENEFITS

The City provides "other post-employment benefits" ("OPEB") (i.e., post-employment benefits, other than pension benefits, owed to its employees and former employees) to former employees and their dependents through a single employer defined benefit plan. Eligible retirees may continue to participate in the City's group health plan. The City contributes a fixed portion of the premiums determined at retirement based on the employment category of retiree, and the retiree is responsible for paying the balance of the premiums. Membership of the plan consisted of 53 retirees (or spouses) receiving benefits and 207 active plan members as of January 1, 2024, the date of the latest actuarial valuation.

OPEB calculations are required to be updated every two years and be prepared in accordance with Statement No. 75 of the Governmental Accounting Standards Board ("GASB 75"). An actuarial study for the plan prepared in accordance with GASB 75 was most recently completed by Milliman Inc. in June 2024 with an actuarial valuation date of January 1, 2024 (the "OPEB Actuarial Report")

Under GASB 75, a net OPEB liability is calculated as the difference between the plan's total OPEB liability and the plan's fiduciary net position, which terms have similar meanings as under GASB 68 for pension plans

On July 3, 2024, a Wisconsin circuit court judge issued a decision in the case Abbotsford Education Association vs Wisconsin Employment Relations Commission, Case Number 2023CV152, denying the Wisconsin State Legislature's intervening motion to dismiss the plaintiffs' challenge to the different classifications the Act created regarding collective bargaining rights. The court's order denying the motion to dismiss states that the Act violates the equal protection clause of the Wisconsin Constitution and declares those provisions of the Act relating to collective bargaining modifications unconstitutional and void. The decision further instructs the parties to make additional filings to the court as to whether the court should issue judgment on the pleadings in light of the court's order or take some other action to bring the case to a final judgment. In the event that a final judgment is entered to the same effect, it is expected that the decision would be appealed. No guarantee can be made regarding the future outcome of the case or any subsequent appeals

As shown in the OPEB Actuarial Report, the ADC for Fiscal Year 2023 was \$389,403 and the City's contributions to the plan totaled \$433,336. The City's current funding practice is to at least fully fund the ADC, with additional discretionary contributions

As shown in the OPEB Actuarial Report, as of December 31, 2023, the total OPEB liability of the plan was \$8,391,230 and the plan fiduciary net position was \$8,480,590, resulting in a net OPEB asset of \$89,360.

The calculation of the total OPEB liability and fiduciary net position are subject to a number of actuarial assumptions, which may change in future actuarial valuations. For more detailed information regarding actuarial assumptions, see Note 4 C. in "Appendix A - Financial Statements." The OPEB Actuarial Report is available from the City upon request

LITIGATION

There is no litigation threatened or pending questioning the organization or boundaries of the City or the right of any of its officers to their respective offices or in any manner questioning their rights and power to execute and deliver the Notes or otherwise questioning the validity of the Notes.

MUNICIPAL BANKRUPTCY

Municipalities are prohibited from filing for bankruptcy under Chapter 11 (reorganization) or Chapter 7 (liquidation) of the U.S. Bankruptcy Code (11 U.S.C. §§ 101-1532) (the "Bankruptcy Code"). Instead, the Bankruptcy Code permits municipalities to file a petition under Chapter 9 of the Bankruptcy Code, but only if certain requirements are met. These requirements include that the municipality must be "specifically authorized" under State law to file for relief under Chapter 9. For these purposes, "State law" may include, without limitation, statutes of general applicability enacted by the State legislature, special legislation applicable to a particular municipality, and/or executive orders issued by an appropriate officer of the State's executive branch.

As of the date hereof, Wisconsin law contains no express authority for municipalities to file for bankruptcy relief under Chapter 9 of the Bankruptcy Code.

Nevertheless, there can be no assurance (a) that State law will not change in the future, while the Notes are outstanding, in a way that would allow the City to file for bankruptcy relief under Chapter 9 of the Bankruptcy Code; or (b) even absent such a change in State law, that an executive order or other executive action could not effectively authorize the City to file for relief under Chapter 9. If, in the future, the City were to file a bankruptcy case under Chapter 9, the relevant bankruptcy court would need to consider whether the City could properly do so, which would involve questions regarding State law authority as well as other questions such as whether the City is a municipality for bankruptcy purposes. If the relevant bankruptcy court concluded that the City could properly file a bankruptcy case, and that determination was not reversed, vacated, or otherwise substantially altered on appeal, then the rights of holders of the Notes could be modified in bankruptcy proceedings. Such modifications could be adverse to holders of the Notes, and there could ultimately be no assurance that holders of the Notes would not be treated as general, unsecured debt by a bankruptcy court, meaning that claims of holders of the Notes could be viewed as having no priority (a) over claims of other creditors of the City; (b) to any particular assets of the City, or (c) to revenues otherwise designated for payment to holders of the Notes.

Moreover, if the City were determined not to be a "municipality" for the purposes of the Bankruptcy Code, no representations can be made regarding whether it would still be eligible for voluntary or involuntary relief under Chapters of the Bankruptcy Code other than Chapter 9 or under similar federal or state law or equitable proceeding regarding insolvency or providing for protection from creditors. In any such case, there can be no assurance that the consequences described above for the holders of the Notes would not occur.

FUNDS ON HAND (as of May 31, 2024)

Fund	Total Cash and Investments
General	\$18,023,187
TIF Districts	8,693,471
Debt Service	604,775
Capital Projects	11,774,182
Enterprise Funds	13,102,258
Internal Service Funds	2,785,836
Development Fund	13,595,733
Utility Development Fund	3,094,023
Total Funds on Hand	<u>\$71,673,465</u>

ENTERPRISE FUNDS

Revenues available for debt service for the City's enterprise funds have been as follows as of December 31 each year.

	2020 Audited	2021 Audited	2022 Audited	2023 Unaudited
Water				
Total Operating Revenues	\$6,196,559	\$6,196,559 \$6,345,014		\$6,387,491
Less: Operating Expenses	(5,640,953)	(5,811,914)	(5,650,293)	(6,043,005)
Operating Income	\$555,606	\$533,100	\$436,0 43	\$344,486
Plus. Depreciation	1,304,891	1,362,597	1,380,217	1,436,318
Interest Income	25,473	3,715	88,358	194,801
Revenues Available for Debt Service	1,885,970	1,899,412	1,904,618	1,975,605
Less PILOT Payment	(1,000,377)	(1,014,922)	(949,526)	(874,725)
Revenues Available for Debt Service	\$885,593	\$884,490	\$955,0 92	\$1,100,880
Sanitary Sewer				
Total Operating Revenues	\$3,972,298	\$4,293,097	\$4,395,1 81	\$4,723,594
Less Operating Expenses	(5,972,752)	(5,975,708)	(5,944,273)	(4,516,990)
Operating Income	(\$2,000,454)	(\$1,682,611)	(\$1,549,092)	\$206,604
Plus Depreciation	2,205,203	2,231,615	2,238,673	2,369,874
Interest Income	487,715	387,830	406,950	452,463
Revenues Available for Debt Service	\$692,464	\$936,834	\$1,096,531	\$3,028,941

SUMMARY GENERAL FUND INFORMATION

The following are summaries of the revenues and expenditures and fund balances for the City's General Fund. These summaries are not purported to be the complete audited financial statements of the City, and potential purchasers should read the included financial statements in their entirety for more complete information concerning the City. Copies of the complete statements are available upon request. Appendix A includes the 2022 audited financial statements.

COMBINED STATEMENT			***		
	2020	2021	2022	2023	2024 Adopted
	Audited	Audited	Audited	Unaudited	Budget 1
Revenues	11002100	1100100		Onnuanta	Duuget
Taxes	\$19,650,840	\$19,906,603	\$20,595,374	\$20,911,323	\$21,370,500
Intergovernmental revenue	1,790,134	1,708,654	1,762,854	1,924,399	2,762,530
Licenses and permits	1,061,488	1,241,005	1,482,305	1,158,784	1,303,050
Fine, forfeitures and penalties	390,124	419,889	413,096	362,179	400,000
Public charges for services	2,172,980	2,790,818	2,636,874	2,889,553	2,766,800
Intergovernmental charges for services	183,423	204,681	285,631	338,273	325,000
Investment earnings	317,064	36,044	362,900	1,139,690	784,660
Miscellaneous revenue	210,975	306,992	157,768	179,437	150,420
Total Revenues	\$25,777,028	\$26,614,686	\$27,696,802	\$28,903,638	\$29,862,960
P. L.			1		
Expenditures			, 4		
Current	******	** ** **	M		
General government	\$3,080,025	\$2,945,813	\$3,201,398	\$3,253,231	\$3,934,599
Public safety	17,471,370	17,870,375	18,214,238	18,960,669	20,477,005
Public works	4,065,611	4,199,025	4,200,606	4,388,723	4,687,089
Health and human services	663,974	705,988	701,298	722,898	
Culture, recreation and education	288,387	328,871	307,811	323,727	418,556
Conservation and development	597,411	531,387	512,606	671,656	831,325
Capital Outlay	0	0	16	0	0
Contingency	0	0		0	2,312,934
Total Expenditures	\$26,166,778	\$26,581,459	\$27,137,973	\$28,320,904	\$33,446,941
Excess of revenues over (under) expenditures	(\$389,750)	\$33,227	\$558,829	\$582,734	(\$3,583,981)
Other Financing Sources (Uses)			£.		
Sale of capital assets	\$0	\$0	\$6,750	\$0	\$0
Transfers in	\$1,003,388	\$1,017,790	952,207	877,185	950,000
Transfers (out)	(48,379)	(374,000)	(24,000)	(24,000)	(71,000)
Total Other Financing Sources (Uses)	955,009	643,790	934,957	853,185	879,000
	,	,,,,,,		,	0.7,-0-
Net changes in Fund Balances	\$565,259	\$677,017	\$1,493,786	\$1,435,919	(\$2,704,981)
General Fund Balance January 1	\$8,633,754	\$9,199,013	\$9,876,030	\$11,369,816	
General Fund Balance December 31	\$9,199,013	\$9,876,030	\$11,369,816	\$12,805,735	
DETAILS OF DECEMBER 31 FUND BALANCE			k		
Nonspendable	\$245,134	\$249,059	\$123,871	\$151,180 *	
Assigned	315,823	174,859	156,101	134,982	
Unassigned	8,638,056	9,452,112	11,089,844	12,519,573	
Total	\$9,199,013	\$9,876,030	\$11,369,816	\$12,805,735	
7 APM7	Φ2,122,013	\$2,670,030	#11,303,010 E	φ12,0U3,733	

The 2024 budget was adopted on November 28, 2023, and numbers reflect amediments to date. The City annually includes a budgeted contingency amount, but such amount has not historically been used and is not expected to be used in 2024

GENERAL INFORMATION

LOCATION

The City, with a 2020 U.S. Census population of 36,116 and a current estimated population of 35,785 comprises an area of 34.5 square miles and is located in the southwest corner of Milwaukee County

LARGER EMPLOYERS¹

Larger employers in the City include the following:

Firm	Type of Business/Product	Estimated No. of Employees
Northwestern Mutual	Insurance/Investment Services	2,000 ²
Krones, Inc	High Speed Labeling/Filler Machines	720
Campbell Snacks	Commercial Bakery	600
Ascension Health Care	Medical & surgical hospital	569
Franklın Public Schools	K-12 Education	550
Tiger Aesthetics Medical LLC	Medical device contract manufacturer	450
Milwaukee County Corrections South	Government	400
Pick N Save	Grocery	331
Wal-Mart	Retailer	300
Carma Laboratories Inc	Cosmetic Manufacturers	300

Source: The City, Data Axle Reference Solutions, written and telephone survey, Wisconsin Manufacturers Register, and the Wisconsin Department of Workforce Development.

This does not purport to be a comprehensive list and is based on available data obtained through a survey of individual employers, as well as the sources identified above

Northwestern Mutual has indicated its intent to close its Franklin location and move the employees currently at its Franklin location to a downtown Milwaukee location in 2027.

BUILDING PERMITS

	2020	2021	2022	2023	2024 ¹
New Single Family Homes					
No. of building permits	74	68	60	47	44
Valuation	\$33,364,703	\$30,167,751	\$27,948,671	\$25,2 49,593	\$17,657,523
New Multiple Family Buildings					
No. of building permits	3	3	1	11	0
Valuation	\$2,430,000	\$2,122,000	\$2,982,333	\$28,9 64,661	\$0
New Commercial/Industrial					
No. of building permits	8	6	6*	8	4
Valuation	\$5,783,920	\$7,984,145	\$113,273,858	\$2, 906,899	\$21,350,000
All Building Permits (including additions and remodelings)					
No of building permits	3,432	3,213	3,274	3,036	1,494
Valuation	\$72,587,110	\$72,243,529	\$214,195,741	\$130, 250,534	\$56,281,229

 $[\]mbox{*}$ Includes LUXE- as it was applied for 2020 but not issued until 2022.

Source: The City

¹ As of June 14, 2024.

U.S. CENSUS DATA

Population Trend: The City

2010 U.S Census Population	35,451
2020 U S Census Population	36,116
Percent of Change 2010 - 2020	1.88%
2023 Estimated Population	35,785 ¹

Income and Age Statistics

	The City	Milwaukee County	State of Wisconsin	United States
2022 per capita income	\$49,795	\$35,039	\$40,1 30	\$41,261
2022 median household income	\$100,524	\$59,319	\$72,4 58	\$75,149
2022 median family income	\$126,806	\$77,644	\$92,974	\$92,646
2022 median gross rent	\$1,262	\$1,012	\$992	\$1,268
2022 median value owner occupied units	\$331,200	\$200,000	\$231,4 00	\$281,900
2022 median age	44.3 yrs.	35.3 yrs	39 9 yrs.	38 5 yrs

	State of Wisconsin	United States
City % of 2022 per capita income	124.08%	120.68%
City % of 2022 median family income	136.39%	136.87%

Housing Statistics

	The			
	2020	2022	Percent of Change	
All Housing Units	14,771	14,697	-0.50%	

Source: 2010 and 2020 Census of Population and Housing, Wisconsin Demographic Services Center (https://doa.wi.gov/Pages/LocalGovtsGrants/Population_Estimates.aspx) and 2022 American Community Survey (Based on a five-year estimate), U.S. Census Bureau (https://data.census.gov/cedsci).

EMPLOYMENT/UNEMPLOYMENT DATA

	<u>Aver</u>	Average Employment		Average Unemployment	
Year	City	Milwaukee County	City	Milwaukee County	State of Wisconsin
2020	16,837	428,775	6 0%	8.4%	6 4%
2021	17,289	440,277	3.6%	5 4%	3 9%
2022	17,461	444,682	2.7%	3.7%	2.9%
2023 ²	17,621	448,733	2.9%	3 8%	3.0%
2024, April	173,92 ²	4,429,07 ²	$2.7\%^{2}$	$3.8\%^{2}$	3 0%
Source Wisconsin De	partment of	Workforce Developmen	t.		

Due to DSC research, the DSC reassigned 700 Milwaukee County residents from the City of Franklin to the City of Milwaukee

² Preliminary

APPENDIX A

FINANCIAL STATEMENTS

Potential purchasers should read the included financial statements in their entirety for more complete information concerning the City's financial position. Such financial statements have been audited by the Auditor, to the extent and for the periods indicated thereon. The City has not requested or engaged the Auditor to perform, and the Auditor has not performed, any additional examination, assessments, procedures or evaluation with respect to such financial statements since the date thereof or with respect to this Official Statement, nor has the City requested that the Auditor consent to the use of such financial statements in this Official Statement. Although the inclusion of the financial statements in this Official Statements in this Official Statements, in connection with the issuance of the Notes, the City represents that there have been no material adverse changes in the financial position or results of operations of the City, nor has the City incurred any material liabilities, which would make such financial statements misleading.

Copies of the complete audited financial statements for the past three years and the current budget are available upon request from Ehlers.

APPENDIX B

FORM OF LEGAL OPINION

(See following pages)

Quarles & Brady LLP 411 East Wisconsin Avenue Milwaukee, WI 53202

August 7, 2024

Re: City of Franklin, Wisconsin ("Issuer") \$1,980,000 General Obligation Promissory Notes, Series 2024A, dated August 7, 2024 ("Notes")

We have acted as bond counsel to the Issuer in connection with the issuance of the Notes. In such capacity, we have examined such law and such certified proceedings, certifications, and other documents as we have deemed necessary to render this opinion.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

The Notes are numbered from R-1 and upward; bear interest at the rates set forth below; and mature on March 1 of each year, in the years and principal amounts as follows:

<u>Year</u>	Principal Amount	Interest Rate
2026	\$ 75,000	%
2027	80,000	
2028	80,000	
2029	85,000	
2030	85,000	
2031	90,000	
2032	90,000	
2033	95,000	
2034	100,000	 -
2035	100,000	<u></u>
2036	105,000	
2037	110,000	
2038	110,000	
2039	115,000	
2040	120,000	
2041	125,000	
2042	130,000	
2043	140,000	
2044	145,000	
		

Interest is payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2025.

The Notes maturing on March 1, 2035 and thereafter are subject to redemption prior to maturity, at the option of the Issuer, on March 1, 2034 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Issuer, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

The Notes maturing in the years	are subject to mandatory
redemption by lot as provided in the Notes, at	the redemption price of par plus accrued interest to
the date of redemption and without premium.	

We further certify that we have examined a sample of the Notes and find the same to be in proper form.

Based upon and subject to the foregoing, it is our opinion under existing law that:

- 1. The Notes have been duly authorized and executed by the Issuer and are valid and binding general obligations of the Issuer.
- 2. All the taxable property in the territory of the Issuer is subject to the levy of <u>ad valorem</u> taxes to pay principal of, and interest on, the Notes, without limitation as to rate or amount. The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Notes except to the extent that necessary funds have been irrevocably deposited into the debt service fund account established for the payment of the principal of and interest on the Notes.
- 3. The interest on the Notes is excludable for federal income tax purposes from the gross income of the owners of the Notes. The interest on the Notes is not an item of tax preference for purposes of the federal alternative minimum tax imposed by Section 55 of the Internal Revenue Code of 1986, as amended (the "Code") on individuals; however, interest on the Notes is taken into account in determining "adjusted financial statement income" for purposes of computing the federal alternative minimum tax imposed on Applicable Corporations (as defined in Section 59(k) of the Code). The Code contains requirements that must be satisfied subsequent to the issuance of the Notes in order for interest on the Notes to be or continue to be excludable from gross income for federal income tax purposes. Failure to comply with certain of those requirements could cause the interest on the Notes to be included in gross income retroactively to the date of issuance of the Notes. The Issuer has agreed to comply with all of those requirements. The opinion set forth in the first sentence of this paragraph is subject to the condition that the Issuer comply with those requirements. We express no opinion regarding other federal tax consequences arising with respect to the Notes.

We express no opinion regarding the accuracy, adequacy, or completeness of the Official Statement or any other offering material relating to the Notes. Further, we express no opinion regarding tax consequences arising with respect to the Notes other than as expressly set forth herein.

The rights of the owners of the Notes and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and may be subject to the exercise of judicial discretion in accordance with general principles of equity, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

QUARLES & BRADY LLP

APPENDIX C

BOOK-ENTRY-ONLY SYSTEM

- The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the securities (the "Securities") The Securities will be issued as fully-registered securities registered in the name of Cede & Co (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]
- 2 DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U S equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both US and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants") DTC has a Standard & Poor's rating of AA+ The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission More information about DTC can be found at www dtcc com
- Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.
- To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co, or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities, DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

- Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them]
- Redemption notices shall be sent to DTC If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.
- Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy)
- 8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of DTC.
- A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account
- DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or Agent Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered
- The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository) In that event, Security certificates will be printed and delivered to DTC
- The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

(See following pages)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Franklin, Milwaukee County, Wisconsin (the "Issuer") in connection with the issuance of \$1,980,000 General Obligation Promissory Notes, Series 2024A, dated August 7, 2024 (the "Securities"). The Securities are being issued pursuant to a resolution adopted on July 16, 2024 (the "Resolution") and delivered to ______ (the "Purchaser") on the date hereof. Pursuant to the Resolution, the Issuer has covenanted and agreed to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events. In addition, the Issuer hereby specifically covenants and agrees as follows:

Section 1(a). Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders of the Securities in order to assist the Participating Underwriters within the meaning of the Rule (defined herein) in complying with SEC Rule 15c2-12(b)(5). References in this Disclosure Certificate to holders of the Securities shall include the beneficial owners of the Securities. This Disclosure Certificate constitutes the written Undertaking required by the Rule.

Section 1(b). Filing Requirements. Any filing under this Disclosure Certificate must be made solely by transmitting such filing to the MSRB (defined herein) through the Electronic Municipal Market Access ("EMMA") System at www.emma.msrb.org in the format prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by the identifying information prescribed by the MSRB.

Section 2. Definitions. In addition to the defined terms set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any annual report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Audited Financial Statements" means the Issuer's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the Issuer intends to continue to prepare in substantially the same form.

"Final Official Statement" means the Final Official Statement dated July 16, 2024 delivered in connection with the Securities, which is available from the MSRB.

"Financial Obligation" means a (i) debt obligation; (11) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (1ii) guarantee of (i) or (11). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means the fiscal year of the Issuer.

"Governing Body" means the Common Council of the Issuer or such other body as may hereafter be the chief legislative body of the Issuer.

"Issuer" means the City of Franklin, Milwaukee County, Wisconsin, which is the obligated person with respect to the Securities.

"Issuer Contact" means the Director of Finance & Treasurer of the Issuer who can be contacted at 9229 West Loomis Road, Franklin, Wisconsin 53132, phone (414) 425-7514, fax (414) 425-6428.

"Listed Event" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board.

"Participating Underwriter" means any of the original underwriter(s) of the Securities (including the Purchaser) required to comply with the Rule in connection with the offering of the Securities.

"Rule" means SEC Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time, and official interpretations thereof.

"SEC" means the Securities and Exchange Commission.

Section 3. Provision of Annual Report and Audited Financial Statements.

- (a) The Issuer shall, not later than 365 days after the end of the Fiscal Year, commencing with the year ending December 31, 2023, provide the MSRB with an Annual Report filed in accordance with Section 1(b) of this Disclosure Certificate and which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report and that, if Audited Financial Statements are not available within 365 days after the end of the Fiscal Year, unaudited financial information will be provided, and Audited Financial Statements will be submitted to the MSRB when and if available.
- (b) If the Issuer is unable or fails to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall send in a timely manner a notice of that fact to the MSRB in the format prescribed by the MSRB, as described in Section 1(b) of this Disclosure Certificate.

Section 4. Content of Annual Report. The Issuer's Annual Report shall contain or incorporate by reference the Audited Financial Statements and updates of the following sections of the Final Official Statement to the extent such financial information and operating data are not included in the Audited Financial Statements:

- 1. DEBT Direct Debt
- 2. DEBT Debt Limit
- 3. VALUATIONS Current Property Valuations
- 4. TAX LEVIES AND COLLECTIONS Tax Levies and Collections

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on the MSRB's Internet website or filed with the SEC. The Issuer shall clearly identify each such other document so incorporated by reference.

Section 5. Reporting of Listed Events.

- (a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events with respect to the Securities:
 - 1. Principal and interest payment delinquencies;
 - 2. Non-payment related defaults, if material;
 - 3. Unscheduled draws on debt service reserves reflecting financial difficulties;
 - 4. Unscheduled draws on credit enhancements reflecting financial difficulties;
 - 5. Substitution of credit or liquidity providers, or their failure to perform;
 - 6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Securities, or other material events affecting the tax status of the Securities;
 - 7. Modification to rights of holders of the Securities, if material;
 - 8. Securities calls, if material, and tender offers;
 - 9. Defeasances;
 - 10. Release, substitution or sale of property securing repayment of the Securities, if material;
 - 11. Rating changes;

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

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

- (b) When a Listed Event occurs, the Issuer shall, in a timely manner not in excess of ten business days after the occurrence of the Listed Event, file a notice of such occurrence with the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subsections (a) (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Securities pursuant to the Resolution.
- (c) Unless otherwise required by law, the Issuer shall submit the information in the format prescribed by the MSRB, as described in Section 1(b) of this Disclosure Certificate
- Section 6. Termination of Reporting Obligation. The Issuer's obligations under the Resolution and this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all the Securities.

Section 7. Issuer Contact; Agent. Information may be obtained from the Issuer Contact. Additionally, the Issuer may, from time to time, appoint or engage a dissemination agent to assist

it in carrying out its obligations under the Resolution and this Disclosure Certificate, and may discharge any such agent, with or without appointing a successor dissemination agent.

Section 8. Amendment; Waiver. Notwithstanding any other provision of the Resolution or this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if the following conditions are met-

- (a)(i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Issuer, or the type of business conducted; or
- (ii) This Disclosure Certificate, as amended or waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (b) The amendment or waiver does not materially impair the interests of beneficial owners of the Securities, as determined and certified to the Issuer by an underwriter, financial advisor, bond counsel or trustee.

In the event this Disclosure Certificate is amended for any reason other than to cure any ambiguities, inconsistencies, or typographical errors that may be contained herein, the Issuer agrees the next Annual Report it submits after such amendment shall include an explanation of the reasons for the amendment and the impact of the change, if any, on the type of financial statements or operating data being provided.

If the amendment concerns the accounting principles to be followed in preparing financial statements, then the Issuer agrees that it will give an event notice and that the next Annual Report it submits after such amendment will include a comparison between financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. (a) Except as described in the Final Official Statement, in the previous five years, the Issuer has not failed to comply in all material respects with any previous undertakings under the Rule to provide annual reports or notices of events.

(b) In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate any holder of the Securities may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under the Resolution and this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default with respect to the Securities and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

<u>Section 11. Beneficiaries</u>. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Participating Underwriters and holders from time to time of the Securities, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, we have executed this Certificate in our official capacities effective the 7th day of August, 2024.

	John R. Nelson Mayor	
(SEAL)		
	Shirley J. Roberts	
	City Clerk	

NOTICE OF SALE

\$1,980,000* GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2024A CITY OF FRANKLIN, WISCONSIN

Bids for the purchase of \$1,980,000* General Obligation Promissory Notes, Series 2024A (the "Notes") of the City of Franklin, Wisconsin (the "City") will be received at the offices of Ehlers and Associates, Inc. ("Ehlers"), 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, municipal advisors to the City, until 10.00 A.M., Central Time, and ELECTRONIC PROPOSALS will be received via bondsale@ehlers-inc.com or PARITY, in the manner described below, until 10:00 A.M. Central Time, on July 16, 2024, at which time they will be opened, read and tabulated. The bids will be presented to the Common Council for consideration for award by resolution at a meeting to be held at 6:30 P.M., Central Time, on the same date. The bid offering to purchase the Notes upon the terms specified herein and most favorable to the City will be accepted unless all bids are rejected.

AUTHORITY; PURPOSE; SECURITY

The Notes are being issued pursuant to Section 67.12(12), Wisconsin Statutes, by the City, for public purposes, including paying the cost of projects included in the Project Plan for Tax Incremental District No 9. The Notes are general obligations of the City, and all the taxable property in the City is subject to the levy of a tax to pay the principal of and interest on the Notes as they become due which tax may, under current law, be levied without limitation as to rate or amount

DATES AND MATURITIES

The Notes will be dated August 7, 2024, will be issued as fully registered Notes in the denomination of \$5,000 each, or any integral multiple thereof, and will mature on March 1 as follows:

<u>Year</u>	Amount*	<u>Year</u>	Amount*	<u>Year</u>	Amount*
2026	\$75,000	2033	\$95,000	2040	\$120,000
2027	80,000	2034	100,000	2041	125,000
2028	80,000	2035	100,000	2042	130,000
2029	85,000	2036	105,000	2043	140,000
2030	85,000	2037	110,000	2044	145,000
2031	90,000	2038	110,000		
2032	90,000	2039	115,000		

ADJUSTMENT OPTION

The City reserves the right to increase or decrease the principal amount of the Notes on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000

TERM BOND OPTION

Bids for the Notes may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above. All dates are inclusive

INTEREST PAYMENT DATES AND RATES

Interest will be payable on March 1 and September 1 of each year, commencing March 1, 2025, to the registered owners of the Notes appearing of record in the bond register as of the close of business on the 15th day (whether or not a business day) of the immediately preceding month. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board All Notes of the same maturity must bear interest from date of issue until paid at a single, uniform rate Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

BOOK-ENTRY-ONLY FORMAT

Unless otherwise specified by the purchaser, the Notes will be designated in the name of Cede & Co, as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Notes, and will be responsible for maintaining a book-entry system for recording the interests of its participants and the transfers of interests between its participants. The participants will be responsible for maintaining records regarding the beneficial interests of the individual purchasers of the Notes. So long as Cede & Co. is the registered owner of the Notes, all payments of principal and interest will be made to the depository which, in turn, will be obligated to remit such payments to its participants for subsequent disbursement to the beneficial owners of the Notes.

PAYING AGENT

The City has selected Bond Trust Services Corporation, Roseville, Minnesota ("BTSC"), to act as paying agent (the "Paying Agent") BTSC and Ehlers are affiliate companies. The City will pay the charges for Paying Agent services. The City reserves the right to remove the Paying Agent and to appoint a successor.

OPTIONAL REDEMPTION

At the option of the City, the Notes maturing on or after March 1, 2035 shall be subject to optional redemption prior to maturity on March 1, 2034 or any date thereafter, at a price of par plus accrued interest to the date of optional redemption.

Redemption may be in whole or in part of the Notes subject to prepayment. If redemption is in part, the selection of the amounts and maturities of the Notes to be redeemed shall be at the discretion of the City. If only part of the Notes having a common maturity date are called for redemption, then the City or Paying Agent, if any, will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed.

Notice of such call shall be given by sending a notice by registered or certified mail, facsimile or electronic transmission, overnight delivery service or in any other manner required by DTC, not less than 30 days nor more than 60 days prior to the date fixed for redemption to the registered owner of each Note to be redeemed at the address shown on the registration books.

DELIVERY

On or about August 7, 2024, the Notes will be delivered without cost to the winning bidder at DTC. On the day of closing, the City will furnish to the winning bidder the opinion of bond counsel hereinafter described, an arbitrage certification, and certificates verifying that no litigation in any manner questioning the validity of the Notes is then pending or, to the best knowledge of officers of the City, threatened. Payment for the Notes must be received by the City at its designated depository on the date of closing in immediately available funds.

LEGAL MATTERS

An opinion as to the validity of the Notes and the exemption from federal taxation of the interest thereon will be furnished by Quarles & Brady LLP, Bond Counsel to the City ("Bond Counsel"), and will be available at the time of delivery of the Notes. The legal opinion will be issued on the basis of existing law and will state that the Notes are valid and binding general obligations of the City, provided that the rights of the owners of the Notes and the enforceability of the Notes may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and by equitable principles (which may be applied in either a legal or equitable proceeding). (See "FORM OF LEGAL OPINION" found in Appendix B of the Preliminary Official Statement).

Quarles & Brady LLP has also been retained by the City to serve as Disclosure Counsel to the City with respect to the Notes Although, as Disclosure Counsel to the City, Quarles & Brady LLP has assisted the City with certain disclosure matters, Quarles & Brady LLP has not undertaken to independently verify the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Notes and assumes no responsibility whatsoever nor shall have any liability to any other party for the statements or information contained or incorporated by reference in the Official Statement Further, Quarles & Brady LLP makes no representation as to the suitability of the Notes for any investor.

SUBMISSION OF BIDS

Bids must not be for less than \$1,955,250, nor more than \$2,138,400, plus accrued interest on the principal sum of \$1,980,000 from date of original issue of the Notes to date of delivery. Prior to the time established above for the opening of bids, interested parties may submit a bid as follows:

- 1) Electronically to <u>bondsale@ehlers-inc.com</u>; or
- Electronically via **PARITY** in accordance with this Notice of Sale until 10.00 A.M Central Time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in **PARITY** conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about **PARITY**, potential bidders may contact IHS Markit (now part of S&P Global) at https://ihsmarkit.com/products/municipal-issuance.html or via telephone (844) 301-7334.

Bids must be submitted to Ehlers via one of the methods described above and must be received prior to the time established above for the opening of bids. Each bid must be unconditional except as to legality. Neither the City nor Ehlers shall be responsible for any failure to receive a submission.

A good faith deposit ("Deposit") in the amount of \$39,600 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by Ehlers no later than two hours after the bid opening time. Wire transfer instructions will be provided to the winning bidder by Ehlers after the tabulation of bids. The City reserves the right to award the Notes to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the City may award the Notes to the bidder submitting the next best bid provided such bidder agrees to such award. The Deposit will be retained by the City as liquidated damages if the bid is accepted and the Purchaser fails to comply therewith.

The City and the winning bidder who chooses to so wire the Deposit hereby agree irrevocably that Ehlers shall be the escrow holder of the Deposit wired to such account subject only to these conditions and duties: 1) All income earned thereon shall be retained by the escrow holder as payment for its expenses; 2) If the bid is not accepted, Ehlers shall, at its expense, promptly return the Deposit amount to the winning bidder, 3) If the bid is accepted, the Deposit shall be returned to the winning bidder at the closing; 4) Ehlers shall bear all costs of maintaining the escrow account and returning the funds to the winning bidder, 5) Ehlers shall not be an insurer of the Deposit amount and shall have no liability hereunder except if it willfully fails to perform or recklessly disregards, its duties specified herein, and 6) FDIC insurance on deposits within the escrow account shall be limited to \$250,000 per bidder.

No bid can be withdrawn after the time set for receiving bids unless the meeting of the City scheduled for award of the Notes is adjourned, recessed, or continued to another date without award of the Notes having been made

AWARD

The Notes will be awarded to the bidder offering the lowest interest rate to be determined on a True Interest Cost (TIC) basis. The City's computation of the interest rate of each bid, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Notes will be awarded by lot. The City reserves the right to reject any and all bids and to waive any informality in any bid

BOND INSURANCE

If the Notes are qualified for any bond insurance policy, the purchase of such policy shall be at the sole option and expense of the winning bidder. Any cost for such insurance policy is to be paid by the winning bidder, except that, if the City requested and received a rating on the Notes from a rating agency, the City will pay that rating fee. Any rating agency fees not requested by the City are the responsibility of the winning bidder.

Failure of the municipal bond insurer to issue the policy after the Notes are awarded to the winning bidder shall not constitute cause for failure or refusal by the winning bidder to accept delivery of the Notes.

CUSIP NUMBERS

The City will assume no obligation for the assignment or printing of CUSIP numbers on the Notes or for the correctness of any numbers printed thereon, but will permit such numbers to be printed at the expense of the winning bidder, if the winning bidder waives any delay in delivery occasioned thereby.

QUALIFIED TAX-EXEMPT OBLIGATIONS

The Notes shall be designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

CONTINUING DISCLOSURE

In order to assist the Underwriter (Syndicate Manager) in complying with the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 the City will enter into an undertaking for the benefit of the holders of the Notes. A description of the details and terms of the undertaking is set forth in Appendix D of the Official Statement.

NEW ISSUE PRICING

The winning bidder will be required to provide, in a timely manner, certain information necessary to compute the yield on the Notes pursuant to the provisions of the Internal Revenue Code of 1986, as amended, and to provide a certificate, the form of which will be provided by Bond Counsel upon request.

(a) The winning bidder shall assist the City in establishing the issue price of the Notes and shall execute and deliver to the City at closing an "issue price" or similar certificate satisfactory to Bond Counsel setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Notes, together with the supporting pricing wires or equivalent communications. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Notes may be taken on behalf of the City by the City's municipal advisor identified herein and any notice or report to be provided to the City may be provided to the City's municipal advisor

- (b) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Notes) will apply to the initial sale of the Notes (the "competitive sale requirements") because.
 - (1) The City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential investors,
 - (2) all bidders shall have an equal opportunity to bid;
 - the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds, and
 - the City anticipates awarding the sale of the Notes to the bidder who submits a firm offer to purchase the Notes at the highest price (or lowest interest cost), as set forth in this Notice of Sale

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Notes, as specified in this bid.

- If all of the requirements of a "competitive sale" are not satisfied, the City shall advise the winning bidder of such fact prior to the time of award of the sale of the Notes to the winning bidder. In such event, any bid submitted will not be subject to cancellation or withdrawal and the City agrees to use the rule selected by the winning bidder on its bid form to determine the issue price for the Notes. On its bid form, each bidder must select one of the following two rules for determining the issue price of the Notes: (1) the first price at which 10% of a maturity of the Notes (the "10% test") is sold to the public as the issue price of that maturity or (2) the initial offering price to the public as of the sale date as the issue price of each maturity of the Notes (the "hold-the-offering-price rule").
- If all of the requirements of a "competitive sale" are not satisfied and the winning bidder selects the hold-the-offering-price rule, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Notes to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Notes, that the underwriters will neither offer nor sell unsold Notes of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following.
 - (1) the close of the fifth (5th) business day after the sale date; or
 - (2) the date on which the underwriters have sold at least 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public

The winning bidder will advise the City promptly after the close of the fifth (5th) business day after the sale whether it has sold 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public

The City acknowledges that in making the representation set forth above, the winning bidder will rely on

- (1) the agreement of each underwriter to comply with requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-price rule, if applicable to the Notes, as set forth in an agreement among underwriters and the related pricing wires,
- (11) in the event a selling group has been created in connection with the initial sale of the Notes to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in a selling group agreement and the related pricing wires, and

- (111) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Notes to the public, the agreement of each broker-dealer that is party to such agreement to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price rule of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule as applicable to the Notes.
- (e) <u>If all of the requirements of a "competitive sale" are not satisfied and the winning bidder selects the 10% test,</u> the winning bidder agrees to promptly report to the City, Bond Counsel and Ehlers the prices at which the Notes have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until either (i) all Notes of that maturity have been sold or (ii) the 10% test has been satisfied as to each maturity of the Notes, provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or bond counsel.
- (f) By submitting a bid, each bidder confirms that:
- (1) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is party to such third-party distribution agreement, as applicable, to:
- (A) report the prices at which it sells to the public the unsold Notes of each maturity allocated to it, whether or not the Closing Date has occurred until either all securities of that maturity allocated to it have been sold or it is notified by the winning bidder that either the 10% test has been satisfied as to the Notes of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or bond counsel.
- (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and
- (11) any agreement among underwriters or selling group agreement relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group and each broker dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such third-party distribution agreement to:
- (A) to promptly notify the winning bidder of any sales of Notes that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Notes to the public (each such term being used as defined below), and
- (B) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public
- (g) Sales of any Notes to any person that is a related party to an underwriter participating in the initial sale of the Notes to the public (each term being used as defined below) shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (1) "public" means any person other than an underwriter or a related party,
- "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Notes to the public),
- a purchaser of any of the Notes is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) "sale date" means the date that the Notes are awarded by the City to the winning bidder

PRELIMINARY OFFICIAL STATEMENT

Bidders may obtain a copy of the Official Statement relating to the Notes prior to the bid opening by request from Ehlers at www.ehlers-inc.com by connecting to the Bond Sales link. The Underwriter (Syndicate Manager) will be provided with an electronic copy of the Final Official Statement within seven business days of the bid acceptance. Up to 10 printed copies of the Final Official Statement will be provided upon request. Additional copies of the Final Official Statement will be available at a cost of \$10.00 per copy.

Information for bidders and bid forms may be obtained from Ehlers at 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, Telephone (651) 697-8500.

By Order of the Common Council

Shirley Roberts, City Clerk City of Franklin, Wisconsin

July 16, 2024

The Common Council
City of Franklin, Wisconsin (the "City")

RE: DATED:	\$1,980,000* Gener August 7, 2024	al Obligation P	romissory Notes, S	eries 2024A (1	the "Notes")			
by the Purch	one of the above Notes laser) as stated in this (d interest to date of de	Official Statemen	t, we will pay you \$		(not le	ss than \$1,955	tem (unless otherwise ,250 nor more than \$2, d years as follows	
	% due	2026		% due	2033		% due	2040
	% du e	2027	<u></u>	% due	2034		% due	2041
	% due	2028			2035		% due	2042
	% due	2029		—— % due	2036	_	% due	2043
		2030		—– % due	2037		 % due	2044
	% due	2031		% due	2038			
	% due	2032		% due	2039			
A good fai	ceived by Ehlers <mark>no</mark> l	ater than two ho	urs after the bid op	pening time. V	Vire transfer	instructions w	ransfer of funds. Sucl vill be provided to the r whose wire transfer 1	winning
but not rece Deposit is a to such awa We agree to for prompt with the No	erved by such time pro- not received as provid- ard. The Deposit will to the conditions and di- acceptance and is con- place of Sale Deliver	ovided that such we ded above, the Cit be retained by the luties of Ehlers and thought upon de y is anticipated to	vinning bidder's fede ty may award the No e City as liquidated and Associates, Inc., livery of said Notes to be on or about Au	eral wire refere totes to the bidd damages if the as escrow hold to The Depos gust 7, 2024	ence number hader submitting bid is accepteder of the Depo- utory Trust Co	as been receive the next best be d and the Purc osit, pursuant to impany, New Y	ed by such time In the old provided such bidd haser fails to comply to the Notice of Sale Tyork, New York, in aconder Rule 15c2-12 products	event the ler agrees herewith This bid is ecordance
We have re	urities and Exchange ecceived and reviewed	Commission und the Official State tatement. As Und	er the Securities Exe ement, and any adde	change Act of enda thereto, an	1934 as descri nd have submi	bed in the Off	icial Statement for the sts for additional infor the reoffering price of	Notes mation or
and is not	subject to any condition	ons, except as pe	rmitted by the Notic	e of Sale			bid form and the Notic	
municipal	bonds YES N	10					underwriting new iss	
	petitive sale requirements	ents are <u>not</u> met, v	we elect to use eithe	r the10	% test, or the	hold-the	-offering-price rule to	determine
Account				<u>!</u>	Ву			
dollar inte	ll be on a true intere	y discount or les					ontrolling in the award id is \$	
The forego	oing offer is hereby ac	ccepted by and or	n behalf of the Com	mon Council o	of the City of F	ranklın, Wisco	onsin, on July 16, 202	4
Ву				Ву				
Tıtle				Title				



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE July 16, 2024
REPORTS AND RECOMMENDATIONS	A Resolution Authorizing Certain Officials to Execute a Performance Contract and Schedule 5 Supplemental Terms & Conditions Agreements with Johnson Controls, Inc. in Furtherance of the Master Energy Services Agreement 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

Attached is a copy of the above-entitled Resolution, and copies of the Performance Contract and Schedule 5 Supplemental Terms & Conditions Agreements with Johnson Controls, Inc. The Agreements are in furtherance of the Master Energy Services Agreement with Johnson Controls, Inc. approved by the Common Council on April 3, 2024, as provided in the Resolution.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute a Performance Contract and Schedule 5 Supplemental Terms & Conditions Agreements with Johnson Controls, Inc. in Furtherance of the Master Energy Services Agreement Previously Entered Into With Johnson Controls, Inc., to Implement Energy Efficiency, Safety, Security and Renewable Energy Measures at Various City Buildings and Infrastructure.

RESOLUTION NO. 2024-

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A PERFORMANCE CONTRACT AND SCHEDULE 5 SUPPLEMENTAL TERMS & CONDITIONS AGREEMENTS WITH JOHNSON CONTROLS, INC. IN FURTHERANCE OF THE MASTER ENERGY SERVICES AGREEMENT 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 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, Schedule 4 Price and Payment Terms of the Performance Contract provides for the price to be paid for the work to be performed in the total amount of \$3,070,548.00, to be paid in increments over time; 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 Performance Contract and Schedule 5 Supplemental Terms & Conditions Agreements, with provision from the Department of Finance and Treasury that approval be contingent upon and subject to the terms of financing determination to be undertaken and approved by the Director of Finance and Treasurer; and

WHEREAS, the Common Council having reviewed the Performance Contract and Schedule 5 Supplemental Terms & Conditions Agreements with Johnson Controls, Inc., 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 Performance Contract and Schedule 5 Supplemental

Resolution No. 2024 Page 2				
Terms & Conditions Agreements with Johnson Controls, Inc., 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, contingent upon and subject to the terms of financing determination to be undertaken and approved by the Director of Finance and Treasurer.				
BE IT FURTHER RESOLVED, that the and Treasurer be and the same are hereby authorized	Mayor, City Clerk and Director of Finance zed to execute and deliver such agreements.			
BE IT FINALLY RESOLVED, that fund products agreements hereunder shall be admit Treasurer.	ding for the provision of the services and nistered by the Director of Finance and			
Introduced at a regular meeting of the Co day of, 2024.	ommon Council of the City of Franklin this			
Passed and adopted at a regular meeting Franklin this day of	g of the Common Council of the City of, 2024.			
	APPROVED:			
ATTEST:	John R. Nelson, Mayor			
Shirley J. Roberts, City Clerk				

AYES _____ NOES ____ ABSENT ____

SUPPLEMENTAL TERMS & CONDITIONS

These Supplemental Terms & Conditions to the Performance Contract to which it is annexed ("Supplemental Terms & Conditions"), is made and entered into this ____ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT" or "CUSTOMER") and Johnson Controls, Inc. (hereinafter "CONTRACTOR" or "JCI"), whose place of business is 12000 West Wirth Street Wauwatosa, Wisconsin 53222.

WITNESSETH

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide, develop, and install improvement measures.

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

I. AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for the installation of energy savings performance improvement measures, as described in the Performance Contract, to which this is the Schedule 5, annexed to it.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of services further described in the Performance Contract Agreement, Schedule 4, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Subject to the terms and conditions of the Performance Contract, the total price will not exceed the amount provided in Schedule 4. For services rendered, monthly invoices will include a report that clearly states the type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the amount provided in Schedule 4 fee for Work, without written authorization from CLIENT to perform work over and above that described in Schedule 4.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review or as otherwise reasonable under the circumstances depending on the nature of such deficiencies. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

A. Director of Administration Kelly S. Hersh will coordinate the Work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.

- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Jeff Van Ess CONTRACTOR's Project Manager and other key providers of the Work. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

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

VI. INSURANCE

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

A. General/Commercial Liability	\$2,000,000 per each occurrence for bodily injury, personal injury, and property damage \$4,000,000 per general aggregate. CITY shall be named as an additional insured on a primary, non-contributory basis
B. Automobile Liability	\$1,000,000 combined single limit CITY shall be named as an additional insured on a

	primary, non-contributory basis
C. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$5,000,000 per occurrence for bodily injury, personal injury, and property
	CITY shall be named as an additional insured on a primary, non-contributory basis
D. Worker's Compensation and Employers' Liability	Statutory Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law to the extent of Contractor's negligence
E. Professional Liability (Errors & Omissions)	\$2,000,000 single limit

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, and such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and such certificate shall name CLIENT as an additional insured as required above.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

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

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of July 22, 2024.

IX. DISPUTES

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

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 6 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

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

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall be read in conjunction with the Performance Contract Agreement but shall control over any conflicting term or provision of such Performance Contract Agreement.

IN WITNESS WHEREOF, the parties have caused these Supplemental Terms & Conditions to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN	Johnson Controls, Inc.
BY·	BY:
PRINT NAME John R Nelson	PRINT NAME:
TITLE. Mayor	TITLE.
DATE:	DATE.
BY	_
PRINT NAME Danielle L Brown	
TITLE Director of Finance and Treasurer	
DATE	_
ВҮ	_
PRINT NAME Shirley J Roberts	
TITLE. City Clerk	
DATE	_
Approved as to form.	
- Indiana de la companya del companya de la companya del companya de la companya	
Jesse A Wesolowski, City Attorney DATE	_

PERFORMANCE CONTRACT

This Performance Co ntract (this '	'Agreement")	day of __	 , 2024
between			

PARTIES

JOHNSON CONTROLS, INC ("JCI") 12000 West Wirth Street, Wauwatosa, WI 53222

and

City of Franklin ("Customer") 9229 West Loomis Road, Franklin, WI 53132

RECITALS

WHEREAS, Customer desires to retain JCI to perform the work specified in Schedule 1 (Scope of Work) hereto (the "Work") relating to the installation of the improvement measures (the "Improvement Measures") described therein, and

WHEREAS, Customer is authorized and empowered under applicable Laws (as defined below) to enter into this Agreement, and has taken all necessary action under applicable Laws to enter into this Agreement, and

WHEREAS, Customer has selected JCI to perform the Work after it determined JCI's proposal was the most advantageous to Customer in accordance with all applicable procurement and other Laws

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows

AGREEMENT

- SCOPE OF THE AGREEMENT. JCI shall perform the Work set forth in Schedule 1 After the Work is Substantially Complete (as defined below) and the Certificate of Substantial Completion is executed by Customer and JCI, JCI shall provide the assured performance guarantee (the "Assured Performance Guarantee") and the measurement and verification services (the "M&V Services") set forth in Schedule 2 (Assured Performance Guarantee) Customer shall make payments to JCI for the Work and the M&V Services in accordance with Schedule 4 (Price and Payment Terms)
- 2. AGREEMENT DOCUMENTS: In addition to the terms and conditions of this Agreement, the terms and conditions set forth in Schedule 5, Supplemental Terms & Conditions shall apply to this Agreement and shall be read in conjunction with this Agreement, but in the event of a conflict between this Agreement and the Supplemental Terms & Conditions, the Supplemental Terms & Conditions shall control and prevail The following Schedules are incorporated into and shall be deemed an integral part of this Agreement

Schedule 1 – Scope of Work

Schedule 2 - Assured Performance Guarantee

Schedule 3 - Customer Responsibilities

Schedule 4 - Price and Payment Terms

Schedule 5 – Supplemental Terms & Conditions

3. NOTICE TO PROCEED; SUBSTANTIAL COMPLETION; M&V SERVICES. This Agreement shall become effective on the date of the last signature on the signature page below. JCI shall commence performance of the Work within ten (10) business days of receipt of Customer's Notice to Proceed, a form of which is attached

hereto as Attachment 1, and shall achieve Substantial Completion of the Work by the Substantial Completion date, which shall be the date on which Customer executes a Certificate of Substantial Completion substantially in the form attached hereto as Attachment 3

For purposes of this Agreement, "Substantial Completion" means that JCI has provided sufficient materials and services to permit Customer to operate the Improvement Measures—The M&V Services shall commence on the first day of the month following the month in which Customer executes a Certificate of Substantial Completion and shall continue throughout the Guarantee Term, subject to earlier termination of the Assured Performance Guarantee as provided herein—Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of Customer's responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability thereunder

- 4. DELAYS AND IMPACTS. If JCI is delayed or impacted in the commencement, performance, or completion of the Work and/or M&V Services by causes beyond its control and without its fault, including but not limited to inability to access property, concealed or unknown conditions encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work, a Force Majeure Event (as defined below) condition, failure by Customer to perform its obligations under this Agreement, or failure by Customer to cooperate with JCI in the timely completion of the Work, JCI shall provide written notice to Customer of the existence, extent of, and reason for such delays and impacts. Under such circumstances, an equitable adjustment in the time for performance, price, scope and payment terms, and the Assured Performance Guarantee shall be made.
- 5. ACCESS. Customer shall provide JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties in Customer's control that are subject to the Work and M&V Services Customer further agrees to assist JCI, its subcontractors, and its agents to gain access to facilities and properties that are not controlled by Customer but are necessary for JCI to complete the Work and provide the M&V Services An equitable adjustment in the time for performance, price and payment terms, and Assured Performance Guarantee shall be made as a result of any failure to grant such access
- 6. PERMITS, TAXES, AND FEES. Unless otherwise specified in Schedule 3 (Customer Responsibilities), JCI shall be responsible for obtaining all building permits required for it to perform the Work. Unless otherwise specified in Schedule 1 (Scope of Work), Customer shall be responsible for obtaining all other permits. licenses, approvals, permissions and certifications, including but not limited to, all zoning and land use changes or exceptions required for the provision of the Work or the ownership and use of the Improvement Measures JCI shall not be obligated to provide any changes to or improvement of the facilities or any portion thereof required under any applicable building, fire, safety, sprinkler or other applicable code, standard, law, regulation. ordinance or other requirement unless the same expressly regulates the installation of the Improvement Measures Without limiting the foregoing, JCI's obligations with respect to the Work is not intended to encompass any changes or improvements that relate to any compliance matters (whether known or unknown) that are not directly related to the installation of the Improvement Measures or which have been imposed or enforced because of the occasion or opportunity of review by any governmental authority. Customer shall be responsible for and shall pay when due all assessments, charges and sales, use, property, excise, or other taxes now or hereafter imposed by any governmental body or agency upon the provision of the Work or the M&V Services, implementation or presence of the Improvement Measures, the use of the Improvement Measures or payments due to JCI under this Agreement, other than taxes upon the net income of JCI Customer shall also be responsible for real or personal property taxes relating to equipment or material included in the Improvement Measures Any fees, taxes, or other lawful charges paid by JCI on account of Customer shall become immediately due from Customer to JCI
- 7. WARRANTY. JCI will perform the Work in a professional, workman-like manner JCI will promptly re-perform any non-conforming Work for no charge, as long as Customer provides written notice to JCI within one (1) year following Substantial Completion or such other period identified in Schedule 1. If JCI installs or furnishes goods or equipment under this Agreement, and such goods or equipment are covered by an end-user warranty from their manufacturer, JCI will transfer the benefits of such warranty to Customer. The foregoing remedy with respect to the Work, together with any remedy provided by goods or equipment manufacturers, shall be Customer's sole and exclusive remedies for warranty claims. Customer agrees that the one (1) year period

following Substantial Completion, or such other period identified in Schedule 1, shall be a reasonable time for purposes of submitting valid warranty claims with respect to the Work These exclusive remedies shall not have failed of their essential purpose so long as JCI transfers the benefits of any goods or equipment end-user warranty to Customer and remains willing to re-perform any non-conforming Work for no charge within the one (1) year period described above or such other period identified in Schedule 1 NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE PROVIDED BY JCI JCI does not guaranty that any Improvement Measures will perform in accordance with the manufacturer's specifications over the term of this Agreement, other than with respect to the limited warranty applicable to equipment actually manufactured by JCI, or if the performance failure is related to JCI's workmanship, each as described above. Customer's sole remedy for failed or nonperforming Improvement Measures not related to JCI's workmanship is to pursue claims under any manufacturer's warranty claims then in effect. This warranty does not extend to any Work that has been abused, altered, or misused, or repaired by Customer or third parties without the supervision or prior written approval of JCI Except with respect to goods or equipment manufactured by JCI and furnished to Customer hereunder, for which JCI shall provide its express written manufacturer's warranty, JCI shall not be considered a merchant or vendor of goods or equipment

- 8. CLEANUP. JCI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, JCI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials

10. HAZARDOUS MATERIALS.

- A JCI shall be responsible for removing or disposing of any JCI Hazardous Materials and for the remediation of any areas to the extent impacted by the release of JCI Hazardous Materials. For any Non-JCI Hazardous Materials, Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Work. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no asbestos containing materials are present, and Customer shall at its own cost and expense provide such certification for buildings it owns or aid JCI in obtaining such certification from facility owners in the case of buildings that Customer does not own, if JCI will undertake Work in the facility that could disturb such asbestos containing materials. If Customer becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with Work, it will immediately provide notice to JCI. Upon such notice, or if JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with Work, JCI shall promptly stop the Work in the affected area. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and the remediation of any areas impacted by the release of Non-JCI Hazardous Materials in conformance with all applicable Laws and addressing the impact of its disturbance before JCI continues with its Work
- B To the fullest extent permitted by Law, Customer shall indemnify and hold harmless JCI and its directors, officers, employees, agents, representatives, shareholders, affiliates, and successors and assigns, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from Customer's negligent use, storage, release, discharge, handling or presence of Non-JCI Hazardous Materials (actual or alleged and regardless of the cause of such condition) on, under or about the facilities, or Customer's failure to comply with this Article 10
- C Definitions Applicable to this Article 10
 - "Hazardous Materials" Hazardous Materials are any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under applicable Laws relating to or addressing public or employee health

and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product, or polychlorinated biphenyls Hazardous Materials specifically includes without limitation mold, lead-based paint and asbestos containing materials

- "JCI Hazardous Materials" JCI Hazardous Materials are any Hazardous Materials brought onto Customer's premises by JCI in providing the Work
- "Non-JCI Hazardous Materials" Non-JCI Hazardous Materials are any Hazardous Materials located on, about or under Customer's premises, other than JCI Hazardous Materials
- 11. CHANGE ORDERS. The parties, without invalidating this Agreement, may request changes in the Work to be performed under this Agreement, consisting of additions, deletions, or other revisions to the Work ("Change Orders"). The price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted in accordance with the Change Order. Such adjustments shall be determined by mutual agreement of the parties. JCI may delay performance until adjustments arising out of the Change Order are clarified and agreed upon. Any Change Order must be signed by an authorized representative of each party. If concealed or unknown conditions are encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work, price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted. Claims for equitable adjustment may be asserted in writing within a reasonable time from the date a party becomes aware of a change to the Work by written notification. Failure to promptly assert a request for equitable adjustment, however, shall not constitute a waiver of any rights to seek any equitable adjustment with respect to such change.
- 12. CUSTOMER FINANCING; TREATMENT; TAXES. The parties acknowledge and agree that JCI is not making any representation or warranty to Customer with respect to matters not expressly addressed in this Agreement, including, but not limited to
 - (a) Customer's ability to obtain or make payments on any financing associated with paying for the Improvement Measures, related services, or otherwise,
 - (b) Customer's proper legal, tax, accounting, or credit rating agency treatment relating to this Agreement, and
 - (c) the necessity of Customer to raise taxes or seek additional funding for any purpose

Customer is solely responsible for its obligations and determinations with respect to the foregoing matters. In addition, the parties acknowledge and agree that Customer shall be responsible to comply, at its cost and expense, with all Laws that may be applicable to it relating to performance contracting, including, without limitation, any requirements relating to the procurement of goods and/or services and any legal, accounting, or engineering opinions or reviews required or obtained in connection with this Agreement

13. INSURANCE. JCI shall maintain insurance in the amounts set forth below in full force and effect at all times until the Work has been completed, and shall provide a certificate evidencing such coverage promptly following Customer's request therefor

COVERAGES LIMITS OF LIABILITY

Workmen's Compensation Insurance or self-insurance,

including Employer's Liability

Statutory

Commercial General Liability Insurance \$2,000,000 Per Occurrence

\$4,000,000 Aggregate

Comprehensive Automobile Liability Insurance \$1,000,000 Combined Single Limit

The above limits may be obtained through primary and excess policies, and may be subject to self-insured retentions

Customer shall be responsible for obtaining builder's risk insurance coverage for the Improvement Measures and shall at all times be responsible for any loss or casualty to the Improvement Measures Customer shall also maintain insurance coverage, of the types and in the amounts customary for the conduct of its business, throughout the term of this Agreement

- 14. INDEMNIFICATION. To the fullest extent permitted by applicable Law, JCI and Customer shall indemnify (each an "Indemnifying Party") each other ("Indemnified Party") for all damages, losses and expenses with respect to any third-party claims against the Indemnified Party for personal injury (including death) or tangible property damage, but only to the extent such damages, losses and expenses are caused by the negligence or willful misconduct of the Indemnifying Party in fulfilling its obligations under this Agreement
- 15. LIMITATION OF LIABILITY. NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE, PUNITIVE, EXEMPLARY, LOSS OF PROFITS OR REVENUE, LOSS OF USE, OR SIMILAR DAMAGES, REGARDLESS OF HOW CHARACTERIZED AND REGARDLESS OF A PARTY HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR RELIEF, ARISING IN ANY MANNER FROM THIS AGREEMENT, THE WORK, THE IMPROVEMENT MEASURES, THE PREMISES, THE M&V SERVICES, OR OTHERWISE WITHOUT LIMITING JCI'S EXPRESS OBLIGATIONS UNDER THE ASSURED PERFORMANCE GUARANTEE, JCI'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PAYMENTS ACTUALLY RECEIVED BY JCI UNDER SCHEDULE 4 If this Agreement covers fire safety or security equipment, Customer understands that JCI is not an insurer regarding those services, and that JCI shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to prevent a casualty loss. The foregoing waivers and limitations are fundamental elements of the basis for this Agreement between JCI and Customer, and each party acknowledges that JCI would not be able to provide the work and services contemplated by this Agreement on an economic basis in the absence of such waivers and limitations, and would not have entered into this Agreement without such waivers and limitations
- 16. FORCE MAJEURE EVENTS. Neither party will be responsible to the other for damages, loss, injury, or delay caused by Force Majeure Events. As used herein, "Force Majeure Events" are conditions that are beyond the reasonable control and without the intentional misconduct or negligence of a party, either foreseeable or unforeseeable, including, without limitation, severe weather, flooding, seismic disturbances, acts of God, acts or omissions of government agencies, condemnation, strikes, labor disputes, epidemics, pandemics, disease, quarantines or other public health risks and/or responses, fires, explosions or other casualties, thefts, vandalism, riots or war, acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, or electronic communications systems, changes in Laws, data breach, cyberattacks, ransomware, or unavailability, delayed delivery or an increase of 5% or more in cost of any parts, materials or supplies to be used in the project between date of contract and date of installation. If a party is delayed in achieving one or more of its schedule milestones set forth in the Agreement due to a Force Majeure Event, the affected party will be entitled to extend the relevant completion date by the magnitude of the Force

- Majeure Event plus additional time to overcome the effect of the delay. If the Force Majeure Event directly or indirectly increases JCl's cost to perform, Customer is obligated to reimburse JCl for such increased costs.
- 17. JCI'S PROPERTY. All materials furnished or used by JCI personnel and/or JCI subcontractors or agents at the installation site, including documentation, schematics, test equipment, software and associated media remain the exclusive property of JCI or such other third party. Customer agrees not to use such materials for any purpose at any time without the express authorization of JCI. Customer agrees to allow JCI personnel and/or JCI subcontractors or agents to retrieve and to remove all such materials remaining after installation or maintenance operations have been completed. Customer acknowledges that any software furnished in connection with the Work and/or M&V Services is proprietary and subject to the provisions of any software license agreement associated with such software.
- 18. DISPUTES. JCI and Customer will attempt to settle any controversy, dispute, difference, or claim between them concerning the performance, enforcement, or interpretation of this Agreement (collectively, "Dispute") through direct discussion in good faith, but if unsuccessful, will submit any Dispute to non-binding mediation in the nearest major metropolitan area of the state where the project is performed. If the parties are unable to agree on a mediator or a date for mediation, either party may request JAMS, Inc. to appoint a mediator and designate the time and procedure for mediation. Such mediator shall be knowledgeable, to each party's reasonable satisfaction, with respect to matters concerning construction law Neither JCI nor Customer will file a lawsuit against the other until not less than sixty (60) days after the mediation referred to herein has occurred, unless one or both parties is genuinely and reasonably concerned that any applicable statute of limitations is on the verge of expiring JCI AND CUSTOMER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL AS TO ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT, INCLUDING CONTRACT, TORT AND STATUTORY CLAIMS, AND EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS UNDER THIS AGREEMENT
- 19. GOVERNING LAW. This Agreement and the construction and enforceability thereof shall be interpreted in accordance with the laws of the state where the Work is conducted
- 20. 179D BENEFITS. As a result of JCI's design and implementation of this Project, a federal income tax deduction under Section 179D of the Internal Revenue Code ("IRC 179D") may become available to JCI as the party primarily responsible for designing energy efficiency improvements implemented at Customer's facilities. Congress provided in IRC 179D(d)(4) for government owners, which do not pay income tax and are thus ineligible to use this deduction, to allocate the deduction to the party primarily responsible for designing the energy efficiency improvements, here JCI. Customer hereby agrees to allocate to JCI such deduction and any similar deduction enacted by Congress to replace IRC 179D. Customer shall cooperate with JCI by executing annually, during the term of this Agreement, and promptly returning to JCI, a written allocation and declaration required by IRC 179D. JCI will prepare and is responsible for the accuracy of any allocation documents and all accompanying documentation provided for Customer's execution. Notwithstanding anything to the contrary herein, Customer makes no representation concerning the availability or applicability of any such tax deduction benefits or of their ability to be allocated to or claimed by JCI. JCI assumes all risk related to such allocation and deduction.
- 21. CONSENTS; APPROVALS; COOPERATION Whenever Customer's consent, approval, satisfaction or determination shall be required or permitted under this Agreement, and this Agreement does not expressly state that Customer may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed, whether or not such a "reasonableness" standard is expressly stated in this Agreement. Whenever Customer's cooperation is required by JCI in order to carry out JCI's obligations hereunder, Customer agrees that it shall act in good faith and reasonably in so cooperating with JCI and/or JCI's designated representatives or assignees or subcontractors. Customer shall furnish decisions, information, and approvals required by this Agreement in a timely manner so as not to delay the performance of the Work or M&V Services.

- 22. FURTHER ASSURANCES. The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement
- 23. INDEPENDENT CONTRACTOR. The relationship of the parties hereunder shall be that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the parties.
- 24. POWER AND AUTHORITY. Each party represents and warrants to the other that (i) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (ii) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Agreement have been or will be obtained, and (iii) this Agreement constitutes its legal, valid, and binding obligation
- 25. SEVERABILITY. In the event that any clause, provision, or portion of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either party under this Agreement
- 26. COMPLETE AGREEMENT. It is understood and agreed that this Agreement contains the entire agreement between the parties relating to all issues involving the subject matter of this Agreement. No binding understandings, statements, promises or inducements contrary to this Agreement exist. This Agreement supersedes and cancels all previous agreements, negotiations, communications, commitments and understandings with respect to the subject matter hereof, whether made orally or in writing. Each of the parties to this Agreement expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other, and that neither party is relying upon any statement or representation of the other that is not expressly set forth in this Agreement. Each party hereto is relying exclusively on the terms of this Agreement, its own judgment, and the advice of its own legal counsel and/or other advisors in entering into this Agreement. Customer acknowledges and agrees that any purchase order issued by Customer associated with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes. No purchase order shall be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement.
- 27. **HEADINGS.** The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement
- 28. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties
- 29. NOTICES. All notices or communications related to this Agreement shall be in writing and shall be deemed served if and when sent by facsimile or mailed by certified or registered mail to JCI, Inc. at the address listed on the first page of this Agreement, ATTN Regional Solutions Manager, with a copy to JCI, Inc., ATTN General Counsel Building Efficiency Americas, 507 East Michigan Street, Milwaukee, Wisconsin, 53202 and to Customer at the address listed on the first page of this Agreement.
- 30. SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of software and hosted software products proprietary to JCI ("Software") offered under this Agreement shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms (collectively, the "Software Terms") Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereinder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

CITY OF FRANKLIN

JOHNSON CONTROLS, INC.

Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

SCOPE OF WORK

I. SUMMARY OF THE SCOPE OF WORK

The scope of work includes implementation of the following Energy Conservation Measures (ECMs) at City of Franklin

City Hall
 Library
 Fire Station #1
 Law Enforcement Center
 9229 W Loomis Rd Franklin, WI 53132
 9151 W Loomis Rd Franklin, WI 53132
 8901 W Drexel Ave Franklin, WI 53132
 9455 W Loomis Rd, Franklin, WI 53132

		Facility			
ECM Number	ECM Name	Llbrary	Fire Station #1	Police Department	City Hall
ECM-1	Lighting Retrofit	Х	Х	-	Х
ECM-2	Boiler Replacement	х			
ECM-3	Control Upgrade & OpenBlue Enterprise Manager (OBEM)	х			
ECM-4	Install New Solar	х	х		
ECM-5	Install Security Access Control				х
ECM-6	DWH Replacement		х		х
ECM-7	Furnace Replacement		х		
ECM-8	ACCU Replacement	х			
ECM-9	Masonry Repair		х		
ECM-10	City Hall Interior Remodel				х
ECM-11	Water Conservation	х	Х	х	Х
ECM-12	Building Envelope Retrofit	х	х	Х	х

II. DESCRIPTION OF THE SCOPE OF WORK

The following information provides a description of the scope of work, arranged first by ECM number, then by facility

ECM-1: LIGHTING RETROFIT

This measure upgrades specified existing facility lighting to LED sources. The scope of work for lighting retrofits is summarized below. Retrofits will be completed only where identified in the quantities identified in the tables below and only for fixtures that are currently in-use and have lamps installed.

City Hall:

During the initial walkthrough of the City Hall building, it was noted that there has already been a precedent started throughout multiple spaces of replacing existing fixtures with both new flat panel LED fixtures and retrofit LED lamps. We recommend a complete removal of the existing light fixtures and replacement with new LED flat panels and other LED fixtures. These flat panels are now provided with switches that allow for manual adjustment of light levels and color temperature, allowing the City of Franklin end user to purchase one standard fixture that will replace multiple different existing types.

LED flat panels will also provide better performance than some of the existing parabolic fixtures (cube/egg crate style) by allowing the light to fill the room instead of focusing the light straight down making the spaces feel brighter while being more efficient. Additionally, LED flat panels will have a similar appearance to any existing prismatic fixtures (clear plastic lensed) while providing superior efficiency. Other fixtures throughout the space, (downlights, surface mounted wrap fixtures, etc) also have options with newer LED technology that will further increase the efficiency of these spaces.

Additionally, there are benefits provided to end users via the Focus on Energy coop that offered by the power companies throughout the state of Wisconsin. This will allow the City of Franklin to receive a rebate for nearly every existing fixture that is replaced with a new LED fixture that meets the FOE requirements. Our belief is that the labor savings seen by installing new fixtures instead of rewiring the existing fixtures will nearly offset the cost of retrofitting these fixtures with LED lamps. Additionally, the new LED fixtures will be more efficient and the building will see a marked improvement in their energy costs.

City Hall - Lighting Audit Details

Fixture Code	Quantity	Upgrade Description	Existing Fixture Description
2-32 2X4	123	2x4 Dual Selectable Flat Panel	2x4 Troffer with 2 32W Lamps
2-31 2 X2	41	2x2 Dual Selectable Flat Panel	2x2 Troffer with 2 31W Lamps
2-13 DL	3	6" Retro fit Downlight	6" Downlight 2 13W Lamp
4-32 2X4	4	2x4 Dual Selectable Flat Panel	2x4 Troffer with 4 32W Lamps
3-54 2X4	114	2x4 Dual Selectable Flat Panel	2x4 Troffer with 3 54W Lamps
DC BR15	8	6" Color Selectable Retro fit Downlight	6" Downlight 2 Lamp
45W DL BR	5	6" Color Selectable Retro fit Downlight	45 Watt Downlight

Schedule 1

Fixture Code	Quantity	Upgrade Description	Existing Fixture Description
2-32 WRAP	27	4 Ft Color Selectable Wrap Fixture	4Ft Wrap Fixture with 2 32W Lamps
3-32 2X4	132	2x4 Dual Selectable Flat Panel	2x4 Troffer with 3 32W Lamps
65W DL	4	6" Color Selectable Retro fit Downlight HIGH OUTPUT	6" Downlight 65W Bulb
65W WW	2	6" Color Selectable Retro fit Downlight HIGH OUTPUT	6" Downlight 65W Bulb With Wall Wash Lens
2-32 SUS 2X4	3	2x4 Dual Selectable Flat Panel Pendent Mounted	2x4 Troffer with 2 32W Lamps Suspended
2-32 VAPORTITE	1	4 Ft Color Selectable Vapor Tight Fixture	4Ft Vapor Tight Fixture with 2 32W Lamps

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Fire Station #1:

During the initial walkthrough of the Franklin Fire Department Station #1, it was noted that there has already been a precedent started throughout multiple spaces of replacing existing fixtures with both new flat panel LED fixtures and retrofit LED lamps. Our opinion was the best option to offer the City of Franklin for their Fire Department would be to recommend a complete removal of the existing light fixtures and replacement with new LED flat panels and other LED fixtures. These flat panels are now provided with switches that allow for manual adjustment of light levels and color temperature, allowing the end user to purchase one standard fixture that will replace multiple different existing types.

LED flat panels will have a similar appearance to any existing prismatic fixtures (clear plastic lensed) while providing superior efficiency. Other fixtures throughout the space, (downlights, surface mounted wrap fixtures, etc.) also have options with newer led technology that will further increase the efficiency of these spaces.

Additionally, there are benefits provided to end users via the Focus on Energy coop that are offered by the power companies throughout the state of Wisconsin. This will allow the City of Franklin to receive a rebate for nearly every existing fixture that is replaced with a new LED fixture that meets the FOE requirements. Our belief is that the labor savings seen by installing new fixtures instead of rewiring the existing fixtures will nearly offset the cost of retrofitting these fixtures with LED lamps. Additionally, the new LED fixtures will be more efficient and the building will see a marked improvement in their energy costs do we realliny.

Fire Station #1 - Lighting Audit Details

	<u> </u>		
Fixture Code	Qty	Upgrade Description	Existing Fixture Description
2-32 S US	5	2x4 Dual Selectable Flat Panel Pendent Mounted	2x4 Troffer with 2 32W Lamps
1X4 2 BULB			1x4 Troffer with 1 32W Lamp
SURFACE	2	1x4 Dual Selectable Flat Panel Surface Mounted	Surface Mounted
2X4 RECESSED	9_	2x4 Dual Selectable Flat Panel	2x4 Troffer with 2 32W Lamps
2X4 RECESSED	2	2x4 Dual Selectable Flat Panel	2x4 Troffer with 2 32W Lamps
1X2	3	1x4 Dual Selectable Flat Panel Surface Mounted	1x2 Troffer with 1 32W Lamps
2X4	6_	2x4 Dual Selectable Flat Panel	2x4 Troffer with 2 32W Lamps
1X4 RECESSED	6	1x4 Dual Selectable Flat Panel	1x4 Troffer with 1 32W Lamp
2X4	6	2x4 Dual Selectable Flat Panel	2x4 Troffer with 2 32W Lamps

Fixture Code	Qty	Upgrade Description		 Existing	Fixture Desc	ription

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Library:

During the initial walkthrough of the Library building, it was noted that there has already been a precedent started throughout multiple spaces of replacing existing fixtures with both new flat panel LED fixtures and retrofit LED lamps. We recommend a complete removal of the existing light fixtures and replacement with new LED flat panels and other LED fixtures where it makes the most sense. These flat panels affordable in and are now provided with switches that allow for manual adjustment of light levels and color temperature, allowing the end user to purchase one standard fixture that will replace multiple different existing types.

LED flat panels will also provide better performance than some of the existing parabolic fixtures (cube/egg crate style) by allowing the light to fill the room instead of focusing the light straight down making the spaces feel brighter while being more efficient. Additionally, LED flat panels will have a similar appearance to any existing prismatic fixtures (clear plastic lensed) while providing superior efficiency. Other fixtures throughout the space, (downlights, surface mounted wrap fixtures, etc.) also have options with newer led technology that will further increase the efficiency of these spaces. The indirect linear lighting in the main library room we recommended providing a new LED replacement with the current model of the same fixture.

Some of the specialty fixtures in the library we recommended an LED lamp replacement. These fixtures included some of the specialty track lighting, up lighting in the jungle area, and unusually sized/shaped downlights. These would be difficult and expensive to find exact replacements for in an LED version and may not achieve the desired lighting effects in those spaces.

Additionally, there are benefits provided to end users via the Focus on Energy coop that offered by the power companies throughout the state of Wisconsin. This will allow the City of Franklin to receive a rebate for nearly every existing fixture that is replaced with a new LED fixture that meets the FOE requirements. Our belief is that the labor savings seen by installing new fixtures instead of rewiring the existing fixtures will nearly offset the cost of retrofitting these fixtures with LED lamps. Additionally, the new LED fixtures will be more efficient and the building will see a marked improvement in their energy costs.

A new lighting control panel shall be provided to replace the existing lighting control panel. The new panel shall communicate via BACnet IP or MS/TP cable to the new Metasys Building Automation System. Map up to forty-eight (48) lighting circuits into Metasys for lighting control and scheduling.

Library - Lighting Audit Details

Fixture Code	QTY	Upgrade Description	Existing Mfg Catalog #
A- 2X4	115	2x4 Dual Selectable Flat Panel	PM36A33218LD
A/EM	12	2x4 Dual Selectable Flat Panel W/ Battery backup	PM36A43224LD
B- 2X4	7	2x4 Dual Selectable Flat Panel	PM36A2328LD
C - 1X4	23	1x4 Dual Selectable Flat Panel	2PM36A3CF49LD
D - 2X2	14	2x2 Dual Selectable Flat Panel	2PM36A3CF49LD
E- 2X4	24	2x4 Dual Selectable Flat Panel	2SP6332FW
F - 6" DL	21	6" Color Selectable Retro fit Downlight	AF2/18DTT6AR

Schedule 1

F: 4 0 1	orv.		Existing Mfg
Fixture Code	QTY	Upgrade Description	Catalog #
F/EM 6" DL	10	6" Color Selectable Retro fit Downlight W/Battery Backup	AF2/18DTT6AR/EM
G - 6" DL	48	6" Color Selectable Retro fit Downlight	AFV32TRT6AR
G/EM 6" DL	18	6" Color Selectable Retro fit Downlight W/Battery Backup	AFV32TRT6AR/EM
H - 7" DL	4	REPLACE WITH LED LAMPS	DFW2/18DTTIASL
J - 6" DL	15	REPLACE WITH LED LAMPS	A6AR
K - 4" DL	5	REPLACE WITH LED LAMPS	DLV-DWN-MR16- 4AC
MI	1	REPLACE WITH LED LAMPS	S-125
M2	1	REPLACE WITH LED LAMPS	S-117
N	1	REPLACE WITH LED LAMPS	E4340B- CN/CHR/YEL
0	11	REPLACE WITH LED LAMPS	CP3066-PT-CB
L- 4" DL	3	REPLACE WITH LED LAMPS	DLVADJ-MR16- 4 A C/120
V 2X2	18	2x2 Dual Selectable Flat Panel	2PM36AA3CF49LD
V/EM 2X2	3	2x2 Dual Selectable Flat Panel W/ Battery Backup	2PM36AA3CF49LD/ EM
T 4' INDUSTRIAL STRIP	6	4' Vapor Tight	EJA-232-WS
AA1	2	68' Linear Suspended	56CP-68'2T5HO-FE
AA1 EM BATTERY	ıncl	Battery Pack Powering 4' Run of Linear Light	
AA2	4	68' Linear Suspended	56CP-68'2T5HO-FE
AA3	2	56' Linear Suspended	56CP-56'2T5HO-FE
AA4	1	56' Linear Suspended	56CP-56'2T5HO-FE
AA4 EM BATTERY	ıncl	Battery Pack Powering 4' Run of Linear Light	
AA5	2	60' Linear Suspended	56CP-60'2T5HO-FE
AA6	1	72' Linear Suspended	56CP-72'2T5HO-FE
AA7	1	16' Linear Suspended	56CP-16'2T5HO-FE
AA7 EM BATTERY	ıncl	Battery Pack Powering 4' Run of Linear Light	
AA8	1	40' Linear Suspended	56CP-40'2T5HO-FE
AA8 EM BATTERY	ıncl	Battery Pack Powering 4' Run of Linear Light	
AA9	2	76' Linear Suspended	56CP-76'2T5HO-FE
AA9 EM BATTERY	ıncl	Battery Pack Powering 4' Run of Linear Light	
AA10	2	76' Linear Suspended	56CP-76'2T5HO-FE

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Exclusions

- Customer shall be responsible for any and all hazardous material abatement prior to installation of any components as required
- All circuit breakers, contactors, switches/controls, existing fixtures, and the electrical system in general
 including grounding are assumed to be operational working order and compliant with current NEC
 requirements, repairs to bring the electrical system into operational working order and compliant with current
 NEC are excluded
- Lighting fixtures not identified in the Scope of Work are excluded from any repair or replacement scope
- Reconfiguration of existing lighting system layout is excluded, except where noted in the Scope of Work
- Conformance to IESNA standards is excluded if the existing layout does not comply with same
- Repair, replacement, or calibration of damaged or defective motion sensors, time clocks, switches, breakers, and wiring unless otherwise noted in the Scope of Work is excluded
- Repair, replacement, or upgrade of existing indoor or exterior emergency and/or egress lighting system unless
 otherwise noted in the Scope of Work is excluded
- Replacement of defective emergency battery backup ballasts unless otherwise noted the Scope of Work is excluded
- Repair or upgrades required to rectify existing lighting or electrical system code violations unless specifically described in this Scope of Work is excluded
- Repair or replacement of cracked, broken, missing, yellowed, or damaged fixture lenses or louvers unless otherwise noted in the Scope of Work is excluded

ECM-2: BOILER REPLACEMENT

General

Existing hot water boilers and pumps will be replaced with new condensing high-efficiency boilers and new pumps, as listed in the following table:

Table 1: Boiler Replacement Scope

Location & Description	(IIV Maka		Make	Model #	Max Input per Boiler (MBH)	
Librani	Existing	2	Patterson Kelley	Thermific	1,380	
Library	Proposed	2	Lochinvar	CREST	1,250	

Demolition and Removal Work

- Disconnect, remove and properly dispose of existing boilers and pumps shown in the Table 1 & 2
- Disconnect, remove and properly dispose of piping to nearest isolation valves or as required for new installation
- Disconnect, remove and properly dispose of natural gas piping to nearest isolation valves or as required for new installation
- Disconnect, remove and properly dispose of gas flue as required
- Disconnect and secure building automation system connections
- Disconnect and secure electrical connections for each pump and boiler

New Installation Work

Mechanical

- Furnish and install new boiler(s) as per Table 1 Boiler Replacement Scope above, with the following features
 - Each new boiler to have boiler management system with BACnet communication card
- Provide and install new pump(s) according to Table 2 Hot Water Pump Scope below
 - Furnish and install new pipe, valves, fittings, and hydronic accessories as required
 - New circulating pumps to be installed in the same location as existing pumps

Table 2: Hot Water Pump Scope

Building	Description	Pump GPM	Pump TDH	Voltage	Pump HP	New Pump Make	New Pump Model #	New VFD (Y/N)
	Boiler Cir Pump P-1	100	20	480	3/4	B&G	Series e-80	N
	Boiler Cir Pump P-2	100	20	480	3/4	B&G	Series e-80	N
Library	Secondary HW P-3	120	40	480	2	B&G	Series e-80	N
 	Secondary HW P-4	120	40	480	2	B&G	Series e-80	N

- The boilers shall be located in the existing location with gas piping, hot water piping and all other piping extended as required for connection
- Connect piping to each new boiler Match the existing pipe size
- Insulate new piping, valves and fittings as required
- Connect natural gas piping to each new boilers
- Provide and install new intake and exhaust venting as required
- Startup, checkout and verify all modes (stages) of operation by a factory authorized representative
- Includes Measurement & Verification of part-load and full-load efficiencies, combustion gas analysis and all
 control features per manufacturers' startup and checkout procedures
- Reuse existing piping, pipe fittings, pipe hangers, isolation valves, strainers, check valves, thermal wells, and pressure sensor wells where feasible and equipment serviceable
- Includes submittals including drawings, product data, warranty information, installation instructions and operating and maintenance instructions and manuals
- Install boiler emergency shutdown button at mechanical room entrance
- · Water balance of new pumps
- Includes startup, checkout and training

Electrical and Controls

- Connect power to each pump Reuse existing electrical devices and wiring If devices and wiring are found to be of insufficient size, insufficient length, or in poor condition, then they will be replaced
- Connect power to each new boiler Reuse existing electrical devices and wiring If devices and wiring are found to be of insufficient size, insufficient length, or in poor condition, then they will be replaced
- Connect existing building automation system to the boilers for control and monitoring thru BACnet communications

Exclusions

- Repair or replacement of defective mechanical equipment, except the equipment described in the ECM description (JCI will identify the location of defective equipment and notify the Customer)
- · Repair or upgrades required due to bring adjacent electrical, mechanical and control systems up to code
- Repairs/replacement of insulation, piping, electrical or ductwork found to be corroded or rusted or otherwise
 unacceptable for installation of components or fittings required for installation other than what is specified in the
 scope of work
- Overtime work caused by unforeseen circumstances beyond the control of JCI, such as or scheduling changes by Customer
- Water balance of existing systems, unless specified in the scope of work
- Coil cleaning
- Existing building ventilation conditions, indoor air quality issues is excluded from the scope and cost of this
 project
- Engineering services, studies, and analysis associated with any exclusions or work clearly outside of the scope definition
- Resolution of existing design, service, and or distribution conditions known or unknown
- Unknown permits, fees, or processes required by local or oversight jurisdiction and/or utilities
- Boilers not addressed in this proposal

ECM-3: CONTROL UPGRADE & OPENBLUE ENTERPRISE MANAGER (OBEM)

Boiler System Controls

The existing Hot Water Boilers will be replaced Replace the existing Building Automation System (BAS) controls for this system

- JCI shall provide a new Network Engine (SNE) to communicate to all new BACnet controllers Provide a BACnet IP cable to the SNE
- JCI shall remove existing boiler control wiring and controller panel serving the boilers. Provide a new control panel to replace the existing control panel.
- Replace the two (2) Boiler Supply Temperature sensors with new temperature sensors Replace the Outside Air Temperature sensor with a new sensor
- Reuse existing System Enable, System Alarm, Boiler Status (2), Pump Command / Status (2) and temperature sensor cables to connect to the new controller. Wire new cabling and connect to the new controller.

Building Automation System (BAS) Controls

Replace the existing BAS controls for the Air Handling Unit, the Hot Water System, and the Variable Air Volume (VAV) boxes

- For the Air Handling Unit, JCI shall furnish and install a new Hot Water valve JCI shall provide a new BACnet control panel installed in the penthouse mechanical room to replace the existing control panel
- JCI shall provide new discharge air, pre-heat air, and return air temperature sensors. Reuse the existing Supply
 Fan current sensor / relays damper actuators, filter switch, and discharge air safety switch. Provide four (4) low
 limit thermostats and wire to Supply Fan safety circuit. Reuse existing cabling from the Condensing Unit and
 the Ebtron Air Flow IAQ display. Provide new cabling for the existing damper actuators, valve actuator and
 Variable Frequency Drive. Provide a BACnet MS/TP cable and power for the control panel.
- The KMC Dialer panel in the Maintenance Office will no longer be in use. This panel will be demolished
- Furnish and install a new Lighting Control Panel to replace the existing lighting control panel in the Library New panel shall communicate over BACnet

- Provide a BACnet IP or MS/TP cable to a new Lighting Control Panel and add up to forty-eight (48) lighting circuits into the Metasys BAS system for lighting control and scheduling
- For the existing VAV boxes (typical of 31) remove the existing actuator controller, discharge air temperature sensor and replace with new Reuse existing control power Remove and replace existing zone temperature sensors and cabling with new CO2/Temperature combination sensors Provide a new MS/TP communication bus to each controller The existing VAV box shall remain but its controls will be upgraded
- New zone sensors or sensors that cannot be run down existing brick or block walls will be surface mounted with Furnish mold or conduit with compression fittings
- New cable installation in Mechanical spaces will be in EMT as per existing. New cable installation outside of the mechanical spaces per NECA standards.
- Occupied and Unoccupied Set points, time schedules, reset schedules will be determined in conjunction with the Customer
- New graphics shall be provided for this scope of work
- Two hours of training is included
- One-year parts and labor warranty starting upon turnover to the owner

Exclusions

- Repair or replacement of any existing equipment not scheduled for replacement, such as Air Handling Units,
 Fan Motors, Motor Starters, Dampers, Valves, and existing DDC devices not noted above is excluded from this Scope of Work
- Inspection and testing of the Fire Alarm System
- Ethernet IP to support a WEB accessible system and or VPN connection is by Customer

OpenBlue Enterprise Manager (OBEM)

OpenBlue Enterprise Manager (OBEM) is a comprehensive suite of application modules to monitor and improve energy efficiency, tenant satisfaction, asset performance, maintenance operations, space performance, and the comfort and wellbeing of occupants OBEM integrates to the BAS and other facility management systems to proactively analyze energy, asset, space, and occupant data. It provides a "single pane of glass" enterprise-wide management platform, with the capability to identify issues and faults, and highlight opportunities for improved performance, operational savings, and better building experiences.

Included OBEM Offerings	Included
Net Zero Advisor	×
Net Zero Advisor Plus	×
- Green Hub (Requires Net Zero Advisor Plus)	×
- Tenant Management (Requires Net Zero Advisor Plus)	
Equipment Performance Advisor	
Equipment Performance Advisor Plus	
Workplace Advisor Indoor Air Quality	т - , П
Workplace Advisor Space Utilization	† [
Critical Environments Advisor	Г —

OBEM-Net Zero Advisor

Net Zero Advisor automatically measures and aggregates your utility data and converting it into industry standard metrics. It provides you with a single dashboard that pulls together information on your energy usage, utility spend and carbon emissions, eliminating the need to manually process the data from disparate sources.

OBEM-Net Zero Advisor Plus

With Net Zero Advisor Plus you can rapidly understand your position and take appropriate action using easy to use dashboards to measure, monitor and report your carbon, energy and utility usage for impactful energy optimization and emissions management

With meter data and analytics at your fingertips, you can then start to make informed decisions on how to reduce energy consumption and emissions across your building portfolio. You can set specific goals and targets which will be tracked automatically reducing the burden of doing this manually in an ad-hoc manner. The benefits include

- 24*7 monitoring of live data from your buildings
- Identification of anomalies in energy waste patterns
- Use internal / external efficiency and carbon benchmarks to identify savings and focus areas
- Make informed energy reduction decisions across buildings through meter data analytics and automated work orders
- Measure those savings over time versus baselines and quickly understand your progress towards goals and where deviations are occurring

All these features contribute towards simplifying the planning process for achievable reduction targets, targets that can be broken down into a specific set of goals for each location or floors within a location. The meter data and analytics means you can make quick evidence-based decisions on how to improve the energy performance of a building, location, or space within a location e.g., closing off specific floors at certain times for example

Once you understand the data you can communicate progress towards goals set both internally and externally with confidence. The tool will allow you to create reports for operational and compliance reporting providing a clear view across the organization, demonstrating your Environmental, Social and Governance (ESG) leadership

OBEM-Green HUB

With the Green Hub you can create occupant engagement and communication to

- Showcase building performance and sustainability reporting
- Display energy and water usage, reductions in CO2 emissions and more
- Inform visitors about your organization, its history, programs, and goals

ECM-4: INSTALL NEW SOLAR PV

This ECM includes the installation of new solar photovoltaic (PV) systems which will be located on existing roofs at the City of Franklin Fire Station #1 and City of Franklin Library. The systems will be connected via a net-metering agreement to the existing electric meters serving each facility. The new PV systems will reduce the net consumption of electricity at the facilities by producing electricity using solar energy. A reduction in electric demand is also anticipated as a result of the generating capacity of the new PV system.

New Installation Work

 Design and final engineering for each proposed photovoltaic system, including permit drawings and structural review

- Provide and install photovoltaic modules arranged at each facility to comprise the system size, azimuth, and tilt
 as noted in the table below Modules to be VSUN415 Tier-1 PV modules or equal, quantities to be determined
 during final design
- Provide and install AC-to-DC inverters as identified in the table below. Inverters to be SolarEdge inverters or equal, quantities and sizes to be determined during final design.
- Photovoltaic modules to be mounted to appropriate mounting hardware on existing roof surfaces. Mounting
 hardware to be ballasted racking system installed on existing flat roof surfaces, final racking layout to be
 determined during final design.
- Provide a Performance Data Acquisition system including current transformers, irradiance sensors, data output connections, and kiosk software
- One irradiance sensor shall be installed at each facility in the plane of the array or horizontally, to be determined during final design
- One high-accuracy pyranometer to monitor global horizontal irradiance, shall be installed at City of Franklin Library and shall be connected to that facility's Performance Data Acquisition system
- Scope includes electrical cabling required to connect photovoltaic modules into strings and arrays of panels per manufacturer recommended and code compliant cabling. Electrical connections from arrays to inverters and from inverters to the electric meter to be in code compliant conduit.
- JCI shall install the new PV systems with existing roof manufacturer standards to maintain current and any new roof warranty(ies) as it relates to the solar panel installation
- At impacted locations, existing structural steel, joists and roof decks are anticipated to be adequate for solar panel installation. If during the design phase JCI, encounter structural or roof framing issues, JCI shall relocate the problem areas of solar arrays to a different location in order to maintain the total system size. An adjustment to the guarantee will occur if the new location is on a different electric rate. In the event that any of the proposed locations are determined to not be a viable option without significant modifications as determined above, the scope of work for this ECM shall be reduced by deduct change order and the costs associated with the reduced scope shall be credited to the Customer. The guaranteed savings shall also be adjusted accordingly by a formal written amendment to the Agreement. Alternatively, customer may, at customer's option, provide an equitable adjustment change order to JCI for any necessary modifications not included in the scope of work required to accommodate the installation.

Facility	Array Size	ray Size Array Azimuth Array Tilt Inverter		Inverter	Service Voltage
Fire Station #1	59 86 kW(dc) / 45 6 kW(ac)	one (1) segment at 180 degrees	One (1) segments at 10 degrees	SolarEdge	208/240V
Library	122 6 kW(dc) / 100 kW(ac)	one (1) segment at 180 degrees	One (1) segments at 10 degrees	SolarEdge	208/240V

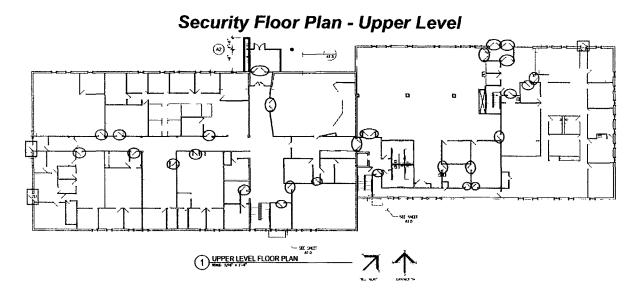
Exclusions

- Customer shall be responsible for any and all hazardous material abatement prior to installation of any
 components as required
- All circuit breakers, contactors, switches/controls, existing fixtures, and the electrical system in general
 including grounding are assumed to be operational working order and compliant with current NEC
 requirements, repairs to bring the electrical system into operational working order and compliant with current
 NEC are excluded

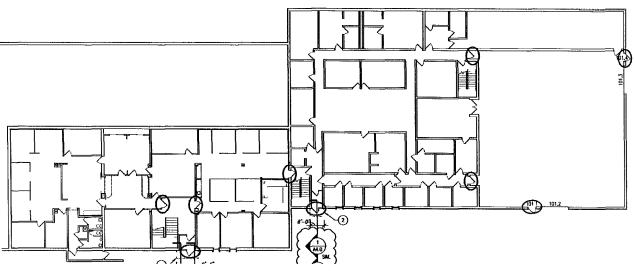
ECM-5 SECURITY ACCESS CONTROL

This ECM includes the installation of security card readers in the City Hall See Security Floor Plan - Lower Level and Security Floor Plan - Upper Level below for the locations of the new security access control locations

- Provide and install (1) 32 door and (1) 16 door access control panels at City Hall for door security control. The
 system provides capacity for the scope of work identified herein as well as room for expansion of the current
 system at the City Hall building.
- Includes (1) CCURE 9000 Series P license with a maximum capacity for control of 128 doors
- Price includes 1 Year of Software Support Agreement
- JCI will install power to new system, install composite cabling, LAN connection, and all door devices to include
 door contacts, request to exit motion detectors, and card readers
- Provide and install electrified locking hardware consisting of (8) electric crash bars, and (29) electric door strikes. There are 2 exterior doors that will receive monitoring door contacts so that the door can be monitored if it was left open or is forced open.
- Price includes programming, commissioning, up to 4 hours of training by JCI technician, and job tailored drawings
- Price includes freight and 1-year labor and material warranty



Security Floor Plan - Lower Level



ECM-6 DOMESTIC WATER HEATER REPLACEMENT

Provide labor and material to replace the existing resistance electric domestic water heaters in the City Hall and Fire Stations #1

Demolition and Removal Work

- Disconnect electric service
- Disconnect, remove, and properly dispose of existing water heaters. Ensure proper disposal or recycling in accordance with local and federal law

New Installation Work

Mechanical

- Furnish and install new water heaters per Table 3 Water Heater Schedule
- The hot water heater shall be located in the existing location with gas piping, hot water piping and all other piping extended as required for connection
- Insulate new piping, valves and fittings as required Revised piping and appurtenances will be insulated with fiberglass insulation with a white kraft jacket to meet state code
- Reuse existing housekeeping pad or existing supports (e.g. bricks) for the new hot water heater
- Reuse existing circulation pumps, piping, pipe fittings, pipe hangers, isolation valves, strainers, check valves, and thermal wells where feasible
 New isolation valves shell be installed on both the cold water supply and hot water supply lines if no isolation valves exist or in poor condition
- Provide water heater startup Adjust settings for optimal energy efficiency as per manufacturer guidelines

Electrical

- If new water heaters require additional power, install compatible wiring and modify electrical power wiring
 distribution panel breakers as needed including new breakers
- Reuse existing electrical devices and wiring. If devices and wiring are found to be of insufficient size, insufficient length, or in poor condition, then replace.

Table 3: Water Heater Schedule

			Existing Co	ndition	Proposed Equipment					
Building	Description & Location	Mfg / Model / Year	Serial#	Elect / Gas	Voltage &Watts	Cap. Gal	Mfg / Model	Elect / Gas	Voltage	Cap. Gal
Fire	Water Heater WH-1 Furnace Rm	Rheem/ G100-200/ 2021	A242101387	Gas	199,900	97	No Proposed Work			
Station #1	Water Heater WH-2 Upper Storage Rm	Bradford White/ RE340T6/ 2016	NE37752268	Elect	240/208 3,500W	40	Rheem / XE40T10Hnnnnn	Elec	Match exist	40
City Hall	Water Heater WH-1 Boiler Rm	AO Smith/ ECT 80 200/ 2006	C06J020364	Elect	208 /4,500W	80	Rheem / XE80T10Hnnnnn	Elec	Match exist	80

Schedule 1

			Proposed Equipment							
Building	Description & Location	Mfg / Model / Year	Serial#	Elect / Gas	Voltage &Watts	Cap. Gai	Mfg / Model	Elect / Gas	Voltage	Cap. Gal
	Water Heater WH-2 Electrical Rm	Rheem/ 82V40-2/ 2006	RH 1106246262	Elect	240/208 / 4,500W	40	Rheem / XE40T10Hnnnnn	Elec	Match exist	40
;	Water Heater WH-3 SE Corner Storage Rm	Rheem/ RHEPRO40- 2/ 1998	RH 0298C06168	Elect	240V	40	Rheem / XE40T10Hnnnnn	Elec	Match exist	40

ECM-7: FURNACE REPLACEMENT

Scope of Work – General Summary

- This ECM replaces existing packaged furnace equipment with new higher-efficiency equipment
- The design intent is to install gas furnaces with add-on heating/cooling coils which are connected to exterior heat pumps. The heat pump will be the primary source of heating and cooling and the gas furnace will be used as a backup heat source on design days.

FURNACE / HEAT PUMP /COIL - MECHANICAL:

Demolition

- Disconnect electrical power and control wiring as required for condensing unit and furnace demo
- Evacuate existing refrigerant lines per WEPA requirements in effect at the time of contract signing. JCI shall take possession of existing refrigerant.
- Safe off gas supply line to the existing furnace and remove piping back to shut off valve (or reasonable union) to allow for unit replacement
- Demolish existing sheet metal or PVC venting to facilitate furnace demolish. If furnace replacement converts a
 natural vent or powered vent to a CPVC direct vent, the existing sheet metal vent pipe shall be demolished
- Disconnect and remove existing condensing unit, refrigerant line set, evaporator coil, venting and furnace

Installation – Furnace or Heat Pump, ERV and Condensing Unit

- Furnish and install new furnace or heat pump and condensing unit per Table 4 Furnace Heat Pump Schedule
- Install unit, evaporator coil, piping, venting, filter and accessories in accordance with the manufacturer's written installation instructions and recommendations
- Provide required ventilation duct, as required by code, for fresh air and connect to the return air plenum
- Provide 1" filter in return duct Furnish 1 spare filter
- Install new 3/4" PVC condensate drain lines from furnace and extend to floor drain or exterior discharge
- Install new condensing units or heat pump units outside Mount on existing equipment pad or new pad if existing pad is defective or not level
- Install energy recovery ventilators on OA intake ductwork per Table 4 Furnace Schedule
- If the new equipment's refrigerant type matches the existing refrigerant type, reuse existing refrigerant lines, leak test the piping, charge the system, and test the functional system
- Reuse existing wiring and existing disconnect to the condensing unit
- If new roofing penetrations are required, existing roof warranty shall be maintained, and penetrations shall be installed by a roofing company

Maintain adequate service access for filter changes, furnace maintenance (removing furnace access panels)
 and condensing unit airflow clearances for all components as recommended by the manufacturer

Thermostats

- Remove the existing thermostat
- Supply new escutcheon plate and zone temperature sensor in the same location
- Test operation

System Startup, Testing, and Training

- Provide furnace or heat pump and condensing unit startup by manufacturers factory representative
- Provide factory representative startup reports in the O&M manual
- Provide two hours of furnace system training

DIRECT DIGITAL CONTROLS (DDC):

Temperature Controls (Building Automation System/BAS)

- JCI furnishes and install new furnace/heat pump space sensor
- JCI to wire up furnace/heat pump to Bacnet trunk to monitor furnace/heat pump from BAS system

Table 4: Furnace Schedule

Location		Heating btu (output)	Cooling Tons (output)	Fresh Air	ERV CFM	Year	Notes:
West Upper Storage	Existing	112,000	N/A	N/A		2000	NG furnace
West Upper Storage	Proposed	112,000	N/A	N/A			NG furnace
SE Corner Office	Existing	75,000	35	Vent/Constant		2006	Exist NG furnace/Split AC
SE Corner Office	Proposed	75,000	3.5	New ERV to be installed	100		New NG Furnace, Heat Pump, Coil
Dorm	Existing	~50,000 Field Venfy!	2	Vent/Constant		Unk	Exist NG furnace/Split AC
Dorm	Proposed	~50,000 Field Verifyl	2	New ERV to be installed	100		New NG Furnace, Heat Pump, Coil
Duplex	Existing	N/A	N/A	Vent/Constant		2023	Exist NG furnace/Split AC
Duplex	Proposed	N/A	N/A	New ERV to be installed	150		Install ERV onto existing duplex furnace. Existing furnaces to remain.

ECM-8: AIR COOLED CONDENSING UNIT (ACCU) REPLACEMENT

Scope of Work - General Summary

- This ECM replaces existing packaged "roof-top" Air-Cooled Condensing Unit (ACCU) equipment with new higher-efficiency equipment per Table 5 ACCU Schedule
- The work includes the replacement of the existing R-22 ACCU which has exhibited refrigerant leak issues and the installation of a high efficiency ACCU
- The work also includes demolition of existing equipment and installation of a new ACCU on the existing equipment rails
- All installations will be in accordance with all applicable local, state, and federal Codes, Standards and requirements including but not limited to NEC, NFPA, UL, ASME, IBC, etc

Table 5: ACCU Schedule

Building / Boiler Tag#		Qty	Make	Model # Serial #	ACCU Nominal Tonnage	
Library	Existing>	1	McQuay	M#- ACR100AS27-ER10 S#- STNU010900123	100 Ton	
	Proposed>	1	TBD	TBD During Final Design	100 Ton	

NOTE New ACCU shall match existing ACCU in voltage and capacity ratings unless specified otherwise

MECHANICAL:

Demolition

- Evacuate R22 refrigerant for existing refrigerant lines per WEPA current requirements
- Disconnect and remove existing ACCU from the building rooftop
- Disconnect electrical wiring as required for demo
- Existing equipment rails shall remain

Installation

- Furnish and Install new ACCU per the Table above
- Furnish ACCU with BAS Bacnet card for communication to the BAS system
- Replace all exterior jacketing on existing piping
- Label pipes with pipe identification and flow direction arrows if required
- Provide ACCU startup and testing by manufacturers factory representative
- Provide two hours of ACCU system training
- Provide two O&M Manuals in hardcopy format and one in digital format

ELECTRICAL:

Power

- Disconnect power and controls from existing ACCU to allow for ACCU demolition
- Furnish and install power to new ACCU including all required fuses and compatible breakers

DIRECT DIGITAL CONTROLS (DDC):

Temperature Controls (Building Automation System/BAS)

Install new temperature controls to control ACCU from existing BAS system

ECM-9: MASONRY REPAIR AT FIRE STATION #1

At Fire Station #1, moisture/water infiltration issues exist located at several windows and one door opening of the facility. Zimmerman Architectural firm performed an investigation and concluded the issue most likely is a result of problem with the sloped brick configuration above the openings.

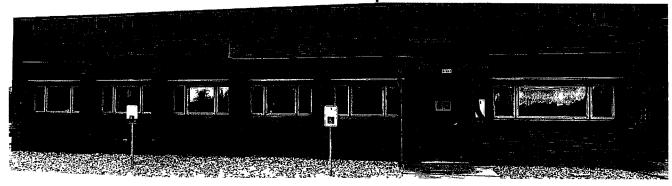
Work under this effort involves the removal of exterior brick above seven window openings on the original building Four window openings where the work will occur are located on the north façade at the main office and the two assistant chief's offices, (see below *Picture 1* North *Elevation Scope of Work Location*) and three window openings are located on the east façade at the lunch room sink location, the lunch room window, and the assistant chief's office (see below *Picture 2 East Elevation Scope of Work Location*)

Customer is responsible for all interior remodeling and/or remediation including drywall repair, mold remediation (if necessary), wall paper replacement, acoustical ceiling tile and grid replacement, etc

After a site inspection and plan review, Zimmerman Architectural Studios identified the lack of flashing and improper caulking above the window openings as the probable source of the water infiltration. Zimmerman has designed a new window head detail. See Detail 1. Masonry Window Head Detail below.

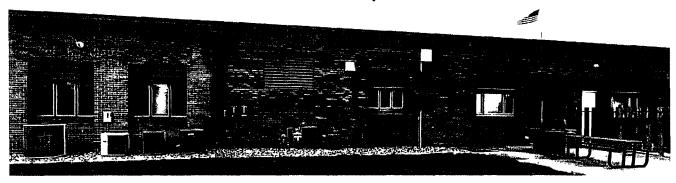
The existing conditions of the Fire Station #1 exterior masonry surfaces pose some challenging design and construction issues. In addition to the inverted & angled brick façade, original construction documents dated 6/27/1998 do not identify wall construction flashing details that would allow for water which penetrated the exterior brick to properly exit the wall cavity by means of weep holes, flashing, or other means

JCI is not guaranteeing that the work performed, as designed by Zimmerman Architects, will completely resolve all existing infiltration issues throughout the building nor address other existing design issues with the building masonry. Similar masonry repair work which was performed on the north façade in 2023 at two windows in the fire chief's office has shown to reduce or potentially eliminate the water infiltration issues at those locations.



Picture 1: North Elevation Scope of Work Location

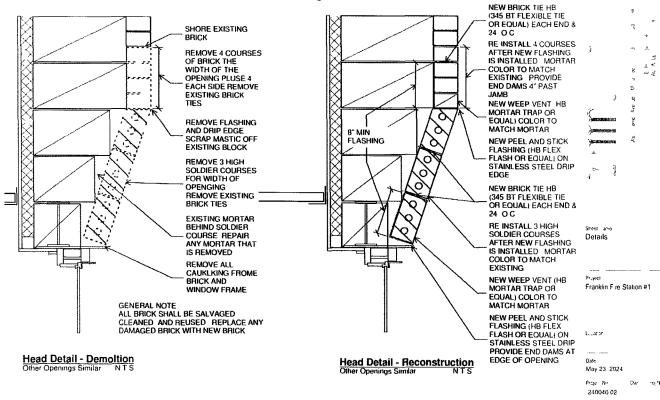
Picture 2: East Elevation Scope of Work Location



All bricks are porous and therefore susceptible to penetrating moisture. Water seeps through pores to penetrate deeply into masonry. The more it rains the more water permeates brickwork. Several of the rooms identified above have experienced active moisture infiltration in the past, with water dripping from the overhead soffit in the main office and dripping from the area above the sink in the break room. Two other window openings on the north facade in the asst chiefs office have evidence of previous moisture infiltration as the wall paper is falling off the wall above the windows.

Demolition and Installation

- Remove bricks at seven (7) windows Discard bricks
- Clean exposed steel of scaling rust with mechanical grinders and remove debris
- Apply Zinc rich primer and top coat with Sherwin Williams Sher-Cryl paint or approved equal. Once paint has set, apply bead of pointing mastic to the steel and install stainless steel drip edge.
- Install Air Shield peel and stick flashing and secure with aluminum termination bar Remove excess flashing above termination bar and apply pointing mastic to caulking cup
- Install end dams at each of lintels Install new anchors into backup wall Install Coppertone Smooth modular brick in a full bed of mortar Strike, brush, and finish joints Install tube and rope weeps every sixteen-inches (16")
- Remove sealant from two (2) window frames and reapply sealant as needed to achieve a weather tight seal
- Clean joint with Xylene and rags. Apply sealant into the joint and tool leaving sealant slightly concave. Where applicable install new backing rod. Sealant to be NP150, color to match existing as much as reasonably possible.
- Clean, install new backing rod, and caulk all control joints where the masonry work goes through a control joint.
 The entire joint is not to be replaced. Sealant to be NP150, color to match existing as much as reasonably possible.



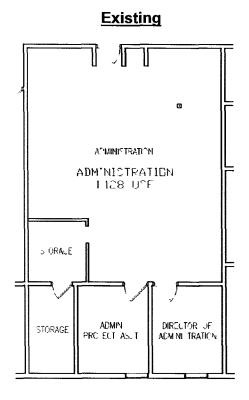
Detail 1: Masonry Window Head Detail

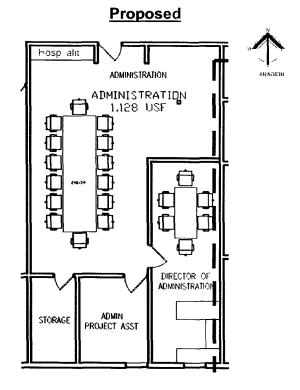
ECM-10: CITY HALL INTERIOR REMODEL

Administration Offices

- No work included in Storage and Admin Project Assistance office
- Demolish walls at interior storage and director office and construct new walls enlarging Director's office
- Remove drywall from west wall and raise framing to deck Insulate wall to deck (for soundproofing of the
 Director of Administration's office west wall) and install new drywall Entry/north and east side walls are CMU
 block Work does not include soundproofing between the Director's office and restroom
- Demolition of VCT flooring (if VCT contains asbestos) shall be performed by Customer prior to installation of new carpet tile or VCT flooring and wall base
- Existing ceilings, ceiling grid, and lay-in lighting to be replaced with new ceiling, grid and LED lay-in lighting in all areas excluding remaining storage room
- Paint interior walls all rooms except remaining storage room
- Provide a new door/frame/hardware at Director's office Existing door salvaged to be used in another area with matching swing
- Add a triple borrowed light frame with glazing at north end of Director's office
- Add a plastic laminate clad coffee bar with an opening for an undercounter refrigerator
- Add floor receptacles below new conference table in outer area and Director's office

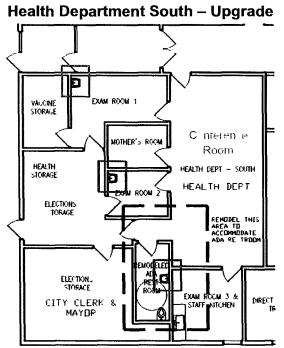
Remove and replace window blinds and add a manual roller shade at triple window at north end of Director's
office





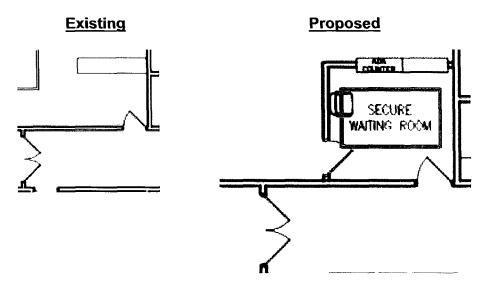
Health Department - North and South

- No work shall be performed in the following rooms. Vaccine storage, (2) Elections storage rooms, Mother's Room, Exam #3, and area outside of Secure Waiting in the north Health Dept area/section.
- Exam Room #1 and Exam Room #2 will only receive new flooring/wall base and patching/painting of the (1) wall which is the wall to receive new lavatory and is necessitated by demolition of wall for new piping and concrete demolition for drain tie-in to existing sanitary line
- Demolition of flooring (expected asbestos containing VCT) by Customer prior to installation of new carpet tile or VCT flooring and wall base
- Demolish and replace floor and wall tile in modified ADA restroom on affected walls
- Existing ceilings, ceiling grid, and lay-in lighting to be replaced with new ceiling, grid and
 LED lay-in lighting only in Secure Waiting in the north Health Department area/section
- Construct new walls at the north Health Department Secure Waiting Room and include a pass-thru transaction high/low counter with sliding windows
- Demolish existing wall-hung lavatory/sink in ADA restroom
 Provide new wall hung lavatories/sinks at Exam
 #1, Exam #2 and in the ADA Restroom
- Paint interior walls which are affected by demolition and/or new construction for all rooms except storage rooms, Mother's Room, Exam #3, (3) remaining walls in Exam #1 & Exam #2, and areas outside of Secure Waiting in the north section
- Provide a new door/frame/hardware at Secure Waiting



Note The red boxes above denote new sinks that will be added to the rooms

Health Department North - Secure Waiting Room Upgrade



ECM-11: WATER CONSERVATION

General

The intent of this measure is to reduce water consumption and wastewater production, as well as reduce heating energy used to produce hot water. The scope of work includes the one-for-one replacement of existing fixtures, or the retrofit of existing fixtures and valves, to decrease water usage. Water fixtures will operate as before, but consume less water.

A) Water Closets Scope:

- Subcontractor shall supply and install the following
- (6) 1 1 GPF Pressure Assist Tank Style Toilet
- (6) 1 1 GPF Pressure Assist ADA Tank Style Toilet
- Existing side mounted flush sensors will be reinstalled unless noted

 Existing integral (head-mounted) sensors will not be replaced or reused unless noted

Water Closet China

• (8) High Efficiency Floor Mount Top Spud Toilet (1 28 GPF)

Water Flush Valves

- (29) High Efficiency 1 6 GPF Synthetic Diaphragm Valve Kit
- (8) High Efficiency 1 28 GPF Synthetic Diaphragm Valve

Water Closet Seats

• (37) Elongated, standard white, open front toilet seat less cover with stainless steel check hinge

B) Urinals Scope:

- All angle stops will be placed in the standard operating position
- · Existing urinal china will not be changed unless noted
- Existing side mounted flush sensors will be reinstalled unless noted

 Existing integral (head-mounted) sensors will not be replaced or reused unless noted

Urinal Valves

• (13) High Efficiency 0 5 GPF Synthetic Diaphragm Valve Kits

C) Bathroom Faucets / Aerators Scope:

• Supply and install the following • (43) Neoperl 0 5 GPM Vandal proof aerator for bathroom faucets

Warranty

- All workmanship for a period of one year Warranty does not cover damage by misuse, abuse, tampering or "acts of nature" outside subcontractor's control
- · All materials will be warranted by the manufacturer's warranty listed below
 - 1 Kohler / Zurn/ Sloan (porcelain fixtures) (5) Year
 - 2 Niagara (aerators/showerheads) Lifetime
 - 3 Niagara (tank toilets) (3) Year
 - 4 Zurn/ Delta (faucets) (5) Year
 - 5 Zurn/ Sloan (valves) (5) Year

Inclusions

- Prior to construction, the owner shall locate isolation valves and ensure valves are in working order. Failed isolation valves are the owner's responsibility to repair or replace.
- Angle stop valves shall be re-used JCI shall replace up to 5% of non-working angle stops at no additional charge to the owner Angle stop valve replacement in quantities over 5% shall be charged to the owner as a change order
- Toilet flanges shall be re-used JCI shall repair up to 5% of broken flanges at no additional charge to the owner
 Toilet flange repairs in quantities over 5% shall be charged to the owner as a change order
- Where possible, tamper resistant aerators will be installed. For faucets that cannot accept a tamper resistant aerator, a regular aerator will be installed.
- Provide minor patching and/or repair of walls or floors if the new fixture does not cover or match the opening left by the current fixtures to the best extent reasonable Matching tile may not exist and is not the responsibility of JCI to provide if not available
- Fixture recommendations included in the proposed scope of work are done so on a "like-for-like" basis in effort to minimize infrastructure modification
- Project price is based on sum quantities and the line x line. Any items not explicitly shown on the sum and line by line are not included in the scope and require a contract change if added.
- Repair of flanges up to 5% floor mounted fixture retrofit (replacement not included)
- Repair of carrier bolts up to 5% wall mounted fixture retrofit
- Repair or replacement of control stops up to 5% full valve replacement fixture retrofit
- Repair or replacement of spuds up to 5% full china fixture retrofit

Exclusions General

- Broken carriers (for wall-mount toilets and urinals) are not included
- Any plumbing work outside standard scope of work
- Urinal partition work
- It is the owner's responsibility to ensure that plumbing infrastructure flow capacity (i.e. the ability for the water supply to meet peak demands of water use) is adequate to support a high-efficiency plumbing fixture retrofit Additionally, liability for water hammer and other infrastructure related conditions are excluded from this scope of work. Should such conditions be identified or arise, JCI will work with owner to provide potential solutions that would require a change order to this scope of work.
- Painting, tile work, and wall repair outside of footprint related patching are excluded from our price. Pre-existing damage to walls or flooring will be brought to the attention of owner and the best course of action will be determined. JCI will repair any damages caused by the installations. JCI will attempt to match the existing conditions, but where unique tile or paint is present it may require the owner to supply material.
- Does not include labor and materials to replace shutoff valves or repair main water valves that do not close completely or that will not fully reopen
- Does not include labor and materials to repair previously deteriorated plumbing not associated with the work defined in this scope
- Repair of existing faucets, sinks, shower handles, valves, sink basins, corroded piping and /or piping leaks
- JCI will not repair or replace corroded wall-hung toilet drain pipes unless specified above
- Siphon, blowout, and rim jets on toilet and urinal fixtures can clog over time due to calcium and lime buildup or
 debris in the water supply. Keeping these jets clear is considered proper standard operations and maintenance
 procedure. In some cases, flush valve retrofit operation can be impeded by poorly maintained jets. Jonson
 Controls assumes that this maintenance is ongoing and up to date in the facility and is not.
- responsible for cleaning or maintaining toilet and/or urinal fixture let or rim clogging

 Any and all ADA bathroom partitions, grab bars, extensions, sink faucet actuators, piping insulation, or other ADA requirements are hereby excluded from this proposal JCI does not take responsibility for any existing or future ADA compliance issues and if required to modify bathrooms or fixtures to meet an ADA code this will be completed for an additional cost

Exclusions Plumbing

- Installation of booster pumps or pressure reducing valves in case the building water pressure is outside of 25 to 85 PSI
- JCI will not be held responsible for plumbing damage related to lack of/excessive water pressure
- JCI will not be held responsible for lack of preventative maintenance of water and drain lines related to stoppages, corrosion, or miscellaneous wear and tear
- Does not include labor to replace shut off valves or repair main water valves that do not close completely or that will not fully re-open
- Does not include labor to repair previously deteriorated plumbing not associated with the work defined in this scope
- Does not labor to repair or replace corroded wall hung toilet / urinal drainpipe or carriers unless otherwise specified
- Does not include painting, tile work and wall repair outside of footprint related patching
- Does not include previous floor or wall damage, Pre-existing damage to walls or floor will be brought to customers attention
- Does not include any enhancements to fixtures that are not covered in existing plumbing code
- Does not include replacement of failed existing angle stops
- Does not include batteries in touchless fixture actuators or motion controllers
- Does not include permits, fees or processes required by local or oversight jurisdiction and/or utilities or permits and upgrades triggered by other upgrades and renovation projects
- If re-use of sensor selected in lieu of new sensor replacement, JCI accepts except no liability of existing sensor
 if not possible to retrofit on new valve or any liability of existing sensors functionality inclusive of battery life

Table 6a: Water Conservation Summary

Туре	Retrofit	QTY
Faucet	0 5 GPM Faucet Aerator	43
Shower	No Retrofit – No Work Included in Contract	7
Urinal	0 5 GPF Diaphragm Urinal Valve Kit	13
Water Closet	1 28 GPF Floor Mount Top Spud Toilet STD, Diaphragm Flush Valve w/Seat minus Cover	2
	1 6 GPF Diaphragm Toilet Valve Kit	29
	1 28 GPF Wall Mount Top Spud Toilet 4B, Diaphragm Flush Valve w/Seat minus Cover, Raise Vbt	6
	1 1 GPF Floor Mount Tank Type Toilet with Pressure Assist Tank and Bowl ADA w/ Seat minus cover	6
	1 1 GPF Floor Mount Tank Type Toilet with Pressure Assist Tank and Bowl STD w/ Seat minus cover	6

Table 6b: Water Conservation Summary by Building

Schedule 1

Building	Pre-Retrofit Conditions	Retrofit Description	QTY
City Hall	3 5 GPF Wall Mount Flush Valve Water Closet Top Spud Side Mount Diaphragm	1 28 GPF Wall Mount Top Spud Toilet 4B, Diaphragm Flush Valve w/Seat minus Cover, Raise Vbt	6
	2 2 GPM Faucet Aerator Faucet Sensor	0 5 GPM Faucet Aerator	5
	1 5 GPF Stall Mount Urinal Rear Spud	0 5 GPF Diaphragm Urinal Valve Kit	2
	1 6 GPF Floor Mount Flush Valve Water Closet Top Spud Side Mount Diaphragm	1 6 GPF Diaphragm Toilet Valve Kit	1
	2 2 GPM Faucet Aerator	0 5 GPM Faucet Aerator	10
	1 6 GPF Floor Mount Flush Valve Water Closet Top Spud ADA Side Mount Diaphragm	1 6 GPF Diaphragm Toilet Valve Kit	2
	1 5 GPF Wall Mount Urinal Top Spud Side Mount	0 5 GPF Diaphragm Urinal Valve Kit	1
	3 5 GPF Floor Mount Tank Type Water Closet ADA Height 17in Diaphragm	1 1 GPF Floor Mount Tank Type Toilet with Pressure Assist Tank and Bowl ADA w/ Seat minus cover	2
	1 6 GPF Floor Mount Tank Type Water Closet ADA Height 17in Diaphragm	1 1 GPF Floor Mount Tank Type Toilet with Pressure Assist Tank and Bowl ADA w/ Seat minus cover	1
	1 5 GPF Stall Mount Urinal Top Spud Side Mount	0 5 GPF Diaphragm Urinal Valve Kit	1
	3 5 GPF Floor Mount Tank Type Water Closet ADA Diaphragm	1 1 GPF Floor Mount Tank Type Toilet with Pressure Assist Tank and Bowl ADA w/ Seat minus cover	1
	3 5 GPF Floor Mount Tank Type Water Closet Diaphragm	1 1 GPF Floor Mount Tank Type Toilet with Pressure Assist Tank and Bowl STD w/ Seat minus cover	3
	3 5 GPF Floor Mount Flush Valve Water Closet Top Spud Side Mount Diaphragm	1 28 GPF Floor Mount Top Spud Toilet STD, Diaphragm Flush Valve w/Seat minus Cover	1
	3 5 GPF Floor Mount Flush Valve Water Closet Top Spud Diaphragm	1 28 GPF Floor Mount Top Spud Toilet STD, Diaphragm Flush Valve w/Seat minus Cover	1
	1 5 GPF Stall Mount Urinal	0 5 GPF Diaphragm Urinal Valve Kit	1
	1 5 GPF Stall Mount Urinal Side Mount <6" Vacuum Breaker	0 5 GPF Diaphragm Urinal Valve Kit	1
Library	2 2 GPM Faucet Aerator Faucet Sensor	0 5 GPM Faucet Aerator	5
	2 2 GPM Faucet Aerator	0 5 GPM Faucet Aerator	9
	1 6 GPF Wall Mount Flush Valve Water Closet Top Spud Diaphragm	1 6 GPF Diaphragm Toilet Valve Kit	12
	1 0 GPF Stall Mount Urinal Top Spud	0 5 GPF Diaphragm Urinal Valve Kit	1
	1 5 GPF Wall Mount Urinal Top Spud	0 5 GPF Diaphragm Urinal Valve Kit	1
	1 0 GPF Wall Mount Urinal Top Spud	0 5 GPF Diaphragm Urinal Valve Kit	1
	1 6 GPF Wall Mount Flush Valve Water Closet Top Spud <6" Vacuum Breaker Diaphragm	1 6 GPF Diaphragm Toilet Valve Kit	1
Fire Station	2 2 GPM Faucet Aerator	0 5 GPM Faucet Aerator	5
	3 5 GPF Floor Mount Tank Type Water Closet ADA Diaphragm	1 1 GPF Floor Mount Tank Type Toilet with Pressure Assist Tank and Bowl ADA w/ Seat minus cover	2

Schedule 1

Building	Pre-Retrofit Conditions	Retrofit Description	QTY
	1 0 GPF Stall Mount Urinal Top Spud Top Mount (Integral)	0 5 GPF Diaphragm Urinal Valve Kit	1
	1 6 GPF Floor Mount Tank Type Water Closet Diaphragm	1 1 GPF Floor Mount Tank Type Toilet with Pressure Assist Tank and Bowl STD w/ Seat minus cover	3
	2 5 GPM Domestic Shower Head	No Retrofit	2
Police Department	1 6 GPF Floor Mount Flush Valve Water Closet Top Spud Side Mount Diaphragm	1 6 GPF Diaphragm Toilet Valve Kit	4
	2 2 GPM Faucet Aerator	0 5 GPM Faucet Aerator	9
	1 6 GPF Floor Mount Flush Valve Water Closet Top Spud ADA Side Mount Diaphragm	1 6 GPF Diaphragm Toilet Valve Kit	7
	2 5 GPM Domestic Shower Head	No Retrofit	5
	1 0 GPF Wall Mount Urinal Top Spud Side Mount	0 5 GPF Diaphragm Urinal Valve Kit	3
	1 6 GPF Floor Mount Flush Valve Water Closet Top Spud ADA Top Mount (Integral) Diaphragm	1 6 GPF Diaphragm Toilet Valve Kit	1
	1 6 GPF Floor Mount Flush Valve Water Closet Top Spud ADA Diaphragm	1 6 GPF Diaphragm Toilet Valve Kit	1

ECM-12: BUILDING ENVELOPE RETROFIT

This ECM includes locating and sealing gaps in the building envelope system to reduce infiltration. Air gaps in the units were identified by visual inspection.

The scope of work includes

• 44 Exterior (Ext), 1 Window, and 15 over-head doors shall receive new weather stripping

Exterior weather stripping, such as door applications, consists of an extruded aluminum carrier with a clad form insert. It will be installed using a compression fit that allows flexibility should minimal shifting of the door occur. The weather stripping shall be applied at the sides and across the top of the doorframe. The sweep shall be installed on the inside bottom of the door. All door weather stripping shall be sealed after installation using a paintable, silicon acrylic sealant. Latches shall be checked to ensure they close and lock properly. Doors shall also be checked for damage, such as screw holes and penetrations.

This ECM will add weather stripping and air sealing to the existing exterior, interior, and over-head doors, as shown in table below, at all Customer sites. The intent of this measure is to reduce unwanted air infiltration which will reduce the heating load of the buildings, as well as reducing the cooling energy where spaces are conditioned. Doors and buildings will operate as before and added air sealing will reduce air loss.

Table 7: Building Envelope Scope

Туре	City Hall	Librar y	FS	PD	Sum of QTY
Ext Door(s) to be weather-stripped & Sealed	13	12	6	13	44
Over-head Door(s) to be sealed on 3 sides	2	0	8	5	15
Window(s) to be sealed from EXTERIOR for air and water sealing	0	0	1	0	1

Inclusion/Exclusion/Assumptions

Inclusions:

- Unloading, storage hoisting, lifting and rigging, if applicable
- Submittals, including drawings, product data, warranty information, installation instructions, operating instructions and maintenance instructions
- One (1) hour of customer training

Exclusions:

- Repair or replacement of existing doors, windows, and hatches is excluded in this scope of work other than as described in scope is excluded. If any doors, windows, or hatches are found to be inoperable or broken, JCI will report the deficiency to the Customer for repair or replacement prior to JCI retrofitting the seals.
- Repair or installation of any structural systems
- Fire stopping, smoke sealing, closure and other hardware adjustments, paid escorts/access, incidental work, rotted substrate, inoperable hardware, broken parts or members, missing window gaskets or parts, spline ceilings, exterior scaffolding or swing stages, hard ceilings, touch up painting, cutting and patching
- Repair or upgrades required necessary to rectify existing code violations, including ADA and egress
- Repair, installation or replacement of brick or other masonry materials
- Overtime work caused by unforeseen circumstances beyond the control of JCI, such as scheduling changes by Customer
- Repair or replacement of existing exterior doors and windows is excluded in this scope of work other than as
 described in scope. If any doors are found to be inoperable, or windows are found to be broken, JCI will report
 the deficiency to the customer for repair or replacement prior to JCI retrofitting the seals.
- Repair or replacement of existing brick, masonry block or split face block is excluded in this scope of work
- Repair or replacement of existing attic space including rafters, roof decking, ceiling or roof areas
- Modifications required to due to existing code violations, including but not limited to the Americans with Disabilities Act (ADA) and egress, are the responsibility of the customer
- Cutting, patching, sealing and painting other than as described in the FM scope is excluded
- The scope of work does not include the repair or installation of windows or doors except as described in the ECM scope
- The scope of work does not include the repair or installation of any structural systems

Schedule 1 General Conditions, Mechanical, Plumbing, Electrical and Temperature Controls Exclusions:

The following is excluded in the Scope of Work for each ECM unless stated otherwise

- Any information previously released either verbally or in writing shall be deemed preliminary and shall not bind JCI in any manner
- Temporary heat and temporary cooling
- Resolution of existing design, service, and or distribution conditions known or unknown
- Structural modifications (e.g. additional structural steel, roof trusses) deemed by licensed Structural Engineer to be required in order to accommodate the installation of the new equipment
- Any building system design issues not related to the ECM Scope of Work is the responsibility of the Customer unless noted otherwise in the ECM Scope of Work
- JCI's work is limited to the scope of work outlined in Schedule 1
- Repair or replacement of mechanical, electrical or controls equipment and the electrical distribution system, except the equipment described in the Scope of Work (Defective equipment identified by JCI during implementation of the Scope of Work will be brought to the attention of the Customer)
- Repairs/replacement of insulation, piping, electrical or ductwork found to be corroded or rusted or otherwise
 unacceptable for installation of components or fittings required for installation other than what is specified in
 the Scope of Work
- All work will be performed during normal work hours unless stated otherwise. There is no premium time included unless otherwise noted in the ECM Scope of Work.
- Overtime work caused by unforeseen circumstances beyond the control of JCI, such as or scheduling changes by Customer
- Asbestos abatement and removal for this project is entirely the responsibility of Customer. As of this time, JCI is not aware of any asbestos within the boundary of the scope of work, however, JCI is continuing to work with Customer and JCI subcontractors to sufficiently identify the scope, costs, and project scheduling implications of any required abatement such that Customer can adequately plan for this requirement. If hazardous materials are encountered during the implementation phase, JCI will immediately stop work, take measures to reduce any contamination, and notify the Customer facility manager of the possible hazardous material condition and location. JCI will then request that Customer remove and dispose of the hazardous materials prior to any continuation of work. Hazardous materials encountered during the ongoing service phase of the project will remain the property and disposal responsibility of Customer.
- The cost of hazardous material abatement or removal, such as asbestos, mold, and lead paint that is not
 currently specified in the engineering scope of work (In the event hazardous materials are uncovered and
 as abatement of such materials is not included under this contract, the ECM will be evaluated for possible
 removal from the scope of work)
- Unknown permits, fees or processes required by local or oversight jurisdiction and/or utilities
- Correction of any existing applicable building code violations and Federal Americans with Disabilities Act
 (ADA) violations identified by JCI during the execution of the Work Such violations will be brought to the
 attention of the Customer for remedy
- Temporary utilities (e.g. electricity, hot water, etc.) and temporary space conditioning (e.g. heating, cooling, etc.) unless otherwise identified in an ECM Scope of Work
- Power will be interrupted during the time of system interconnection and testing. All power shutdowns will be coordinated with Customer personnel. Temporary power will not be provided during shutdown.
- Air and water balance of equipment (air handlers, condensers, etc.), unless specified in the scope of work
- Engineering services, studies and analysis associated with any exclusions or work clearly outside of the scope definition
- Providing Ethernet ports for buildings or any infrastructure hardware/software needed to connect the building to the base IT network
- Connection to the Customers Wide-Area Network to be coordinated with Client's IT Services
- The Customer will provide, free of charge, high-speed Internet connections and the required Virtual Private Network (VPN) services to the Contractor, for monitoring, tuning, and making system changes to the building automation system connected to the HVAC Systems or Equipment

Schedule 1 General Conditions, Mechanical, Plumbing, Electrical and Temperature Controls Inclusions:

The following is included in the Scope of Work for each ECM unless stated otherwise in the ECM

- Licenses, permits, and inspections as applicable to the scope of work and known to be required by the codes in effect at the time of contract signing
- Cutting and patching required for the installation of the work indicated, patching will match existing
- Where connecting to existing electrical systems, JCI will match existing conduit and wiring materials of
 construction, unless existing installation does not meet current codes. In that case the new conduit and
 wiring will be installed that meets codes in effect at the time of contract signing.
- Demolition required to install the Scope of Work identified in each ECM. The Customer may identify any salvageable equipment prior to demolition, if any equipment is identified, then JCI will turn the equipment over to the Customer as-is, all other equipment and material will be disposed of properly
- All work shall be performed in accordance with industry standards and approved safety practices
- All work performed during standard 40-hour work week, Monday through Friday, weekends or overtime not included
- Upon project close-out, manufacturer documentation (e.g. drawings, product data, warranty information, and the installation, operations, and maintenance manuals, etc.) shall be provided to the Customer Startup, checkout, and operations staff training for new equipment. Training will be one-time postinstallation.

ASSURED PERFORMANCE GUARANTEE

I PROJECT BENEFITS

A. Certain Definitions. For purposes of this Agreement, the following terms have the meanings set forth below

Annual Project Benefits are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term

Annual Project Benefits Realized are the Project Benefits actually realized for any one year of the Guarantee Term

Annual Project Benefits Shortfall is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term

Annual Project Benefits Surplus is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term

Baseline is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below

Guarantee Term will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement

Installation Period is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term

M&V Services: The work to be performed as defined in Schedule 2, Section IV The cost of this work for 3 years is included in the project costs. The cost of this work is shown in Schedule 4.

Measured Project Benefits are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section III below

Non-Measured Project Benefits are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

Project Benefits are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement

Total Project Benefits are the projected Project Benefits to be achieved during the entire term of this Agreement

Project Benefits Summary. Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of \$2,266,518 in Non Measured Project Benefits and JCI guarantees that Customer will achieve a total of \$1,740,500 in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of \$4,007,018, as set forth in the Total Project Benefits table below

Total Project Benefits

Year	Measured Utility Cost Avoidance	Non-Measured Utility Cost Avoidance	Operations & Maintenance Cost Avoidance	Rebates	Future Capital Avoidance	Annual Project Benefits
0	\$0	\$12,775	\$11,226	\$0	\$1,377,500	\$1,401,501
1	\$59, 338	\$12,782	\$23,350	\$29,651	\$0	\$125,121
2	\$61,613	\$13,302	\$24,284	\$167,501	\$0	\$266,700
3	\$63,976	\$13,844	\$25,256	\$0	\$0	\$103,075
Subtotal	\$184,927	\$52,702	\$84,116	\$197,152	\$1,377,500	\$1,896,396
4	\$66,433	\$14,408	\$26,266	\$0	\$0	\$107,107
5	\$68,985	\$14,997	\$15,150	\$0	\$0	\$99,132
6	\$71,638	\$15,611	\$15,756	\$0	\$0	\$103,005
7	\$74,396	\$16,250	\$16,386	\$0	\$0	\$107,032
8	\$77,262	\$16,917	\$17,041	\$0	\$0	\$111,221
9	\$80,241	\$17,613	\$17,723	\$0	\$0	\$115,577
10	\$83,338	\$18,337	\$18,432	\$0	\$0	\$120,107
11	\$86,557	\$19,093	\$19,169	\$0	\$0	\$124,820
12	\$89, 904	\$19,881	\$19,936	\$0	\$0	\$129,721
13	\$93,383	\$20,703	\$20,734	\$0	\$0	\$134,820
14	\$97,000	\$21,561	\$21,563	\$0	\$0	\$140,124
15	\$100,761	\$22,455	\$364	\$0	\$0	\$123,580
16	\$104,672	\$23,387	\$378	\$0	\$0	\$128,437
17	\$108,738	\$24,360	\$394	\$0	\$0	\$133,492
18	\$112,966	\$25,375	\$409	\$0	\$0	\$138,751
19	\$117,363	\$26,434	\$426	\$0	\$0	\$144,223
20	\$121,936	\$27,539	\$0	\$0	\$0	\$149,475
Total	\$1,740,500	\$397,624	\$294,243	\$197,152	\$1,377,500	\$4,007,018

^{*} Utility Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in the table in Section IV below

Within sixty (60) days of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. Any Project Benefits

^{**} Operations & Maintenance Cost Avoidance and Future Capital Cost Avoidance are Non Measured Project Benefits Operations & Maintenance Cost Avoidance and Future Capital Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of <u>four percent (4%)</u>

^{***} M&V Term will only be for the first three years. At the end of Year 3 of the Performance Period, if the Customer and JCI agree on renewal of M&V Services, the annual payments listed in Schedule 4 will be due and payable at a three percent (3%) annual escalation when the customer receives JCI's invoice and in advance of the services JCI is to provide. If the customer chooses not to renew the M&V services after Year 3, the savings for the remainder of the Guarantee Term will be stipulated in the amounts listed above

^{****} Rebates Incentive of \$29,651 in Year 1 and \$167,501 in Year 2 are not Guaranteed

achieved during the Installation Period may, at JCI's discretion, be allocated to the Annual Project Benefits for the first year of the Guarantee Term Within sixty (60) days of each anniversary of the commencement of the Guarantee Term, as long as M&V Services are still in effect, JCI will calculate the Measured Project Benefits achieved for the applicable year plus any Non Measured Project Benefits applicable to such period and advise Customer of same

Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of its responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability hereunder.

Project Benefits Shortfalls or Surpluses.

- Project Benefits Shortfalls occurs for any one year of the Guarantee Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such shortfall against any unpaid balance Customer then owes to JCI, (b) where permitted by applicable law, increase the next year's amount of Annual Project Benefits by the amount of such shortfall, (c) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer *
- <u>Project Benefits Surpluses</u> If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, JCI may, at its discretion and in any combination, (a) apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term, or (b) bill Customer for the amount of payments made pursuant to Section C(i)(c) above and/or the value of the products or services provided pursuant to clause C(i)(d) above, in an amount not to exceed the amount of such surplus *
- Additional Improvements Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term

^{*}In the event JCI is providing an Assured Performance Guarantee under Schedule 2, Annual Project Benefits Shortfalls and Annual Project Benefits Surpluses under each such Schedule shall be reconciled against one another

NON-MEASURED PROJECT BENEFITS

The Project Benefits identified below were derived using engineering calculations based on industry standards and data provided by the Customer. These Project Benefits shall be Non Measured Project Benefits (as defined above) under this Schedule 2. The amount of the Non-Measured Project Benefits shall be deemed to increase during each year of the Project Benefits Term by the escalation percentages set forth below.

Non-Measured Project Benefits

Non-Measured Utility Benefits: First year annual Non Measured Utility savings as listed below are based on analysis of the energy cost and utility rates

Non-Measured Utility Benefits	Yea	r 1 Benefits
The Non Measured Benefits of ECM 2a, 6a & 6b, and 7, are a result of utility savings due to the HVAC replacement	\$	12,782
Total Non-Measured Operational Benefits	\$	12,782

Non-Measured Utility Benefits

The table below summarizes ECMs with Non Measured Utility Benefits by location

			Fac	lity	
ECM #	ECM Name	Franklin Public Library	City Hall	Fire Station #1	Law Enforcement Center
3a	Controls Upgrade	_		NM	NM
6a&6b	DWH Replacement		NM	NM	
7	Furnace Replacement			NM	

Non-Measured Utility Benefits Calculations

The formulas below summarize the calculations for the Non Measured Utility Benefits by ECM

ECM-3a Controls Upgrade

Start/ Stop Savings Calculations

Annual kWh and CCF Calculations

kWh/Yr: Fan Savings=((HVACHRS (HRSOCC + WUCD))*(1 CYCLE) * WPY * FAN KW)*KWHTF

CCF/ Yr: Bldg Heat Loss Savings +Vent Heat Loss Savings

Bldg Heat Loss Savings= ((HVACHRS - (HRSOCC + WUCD)) * (HHPY / 168 HRS/WK) * ((SQRT (BLDGSQFT / FLOORS) * 4 * FLOORHT) + (BLDGSQFT /

FLOORS)) * U * (HTSP HTSPUNOC) / 1,000,000) * HTF

Vent Heat Loss Savings= ((HVACHRS - (HRSOCC + WUCD)) * (1 CYCLE) * (HHPY / 168 HRS/WK)

* CFM * UNOCVENT * 1 08 (BTU/HR CFM °F) * (((HTSPUNOC+HTSP)/2) –

AVEDBT) / 1000000)) * HTF

Definitions.

HVACRS HRS/WK of HVAC operation

HRSOCC HRS/WK of actual building occupancy

WUCD HRS/WK of scheduled for warmup/ cooldown

WPY WKS/YR of air system operation

CYCLE Fan night cycling % for heating setback

FAN KW Fan KW

KWHTF **kWh** tuning factor BLDGSQFT Building sqft

FLOORS Number of floors in building

FLOORHT Floor to floor height

U Energy transfer rate of the building

HTSP Current occupied space heating setpoint

HTSPUNOC Current unoccupied hrs space heating setpoint

UNOCVENT Percent ventilation during unoccupied hrs

HTF Heating BTUs tuning factor

HHPY Heating hrs/yr from weather data

Assumptions:

Name	Value	Basis
Total VAV Fan Horsepower	10	Field Observed
HRS/WK of HVAC operation	16	Customer Provided
HRS/WK of actual building occupancy	37 5	Customer Provided
HRS/WK of scheduled for warmup/ cooldown	0	Field Observed
WKS/YR of air system operation Pre/Post	24/16	Field Observed
Fan KW	10	Prints
kWh tuning factor	100%	Engineering principles
Building sqft	46,797	Customer Provided
Number of floors in building	2	Field Observed
Floor to floor height	12	Field Observed
Energy transfer rate of the building	0 06	Engineering estimate
Current occupied space heating setpoint	72	Field Observed
Current unoccupied hrs space heating setpoint	72	Field Observed
Percent ventilation during unoccupied hrs	15%	Field Observed
Heating BTUs tuning factor	100%	Engineering principles
Heating hrs/yr from weather data	2,527	

ECM-6a & 6b DWH Replacement

Replace Water Heater Calculations

Annual KWh Calculations

Performance Contract [Rev 15] 04/08

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CCF/Yr= (FTHNEW-FTHOLD) * 1/FTHNEW*HTCOSTYR/HEATCOST

Definitions.

FTHNEW New boiler fuel-to-heat efficiency FTHOLD Current boiler fuel-to heat efficiency HTCOSTYR Annual heating cost HEATCOST Heating cost

Assumptions:

Name	Value	Basis
Boiler efficiencies, old/ new (%)	80/90	Manufacture data
Pre-Annual heating cost, CH/FS1 (\$)	531/ 1,498	Utility Data
Heating cost (\$/kWh)	See Utility rates	Utility Data

ECM-7 Furnace Replacement

Furnace Replacement Calculations

Annual kWh and Therms Calculations

kWhSAVED = kWhHEAT + kWhCOOL

kWhHEAT = CAPHEAT * EFLHHEAT * (HPHBASE / HSPF2BASE - 1 / HSPF2EE) / 1,000

kWhCOOL = CAPCOOL * EFLHCOOL * (CoolingBASE / SEER2BASE - 1 / SEER2EE) / 1,000

Therms SAVED = GasBASE * CAPHEAT * EFLHHEAT / (AFUEBASE * 100,000)

Definitions:

CAPHeat Heat capacity

ELLHHeat Equivalent full load heating hours

HPHBase Factor indicating whether baseline case is heat pump heat

HSPF2Base Baseline heating seasonal performance factor

HSPF2EE Efficient measure heating seasonal performance factor

1,000 Conversion factor

CAPCool Cooling capacity

EFLH Cool Equivalent full load cooling hours

CoolingBase Factor indicating whether baseline case had cooling

SEER2Base Baseline seasonal energy efficiency ratio

SEER2EE Efficient seasonal energy efficiency

GASBase Factor indicating whether baseline case had natural gas heat

AFUEBase Furnace baseline AFUE

100,000 Conversion factor

Assumptions:

Name	Value	Basis
CAP _{Heat} (BTU/hr)	29,518	Engineering Principal
ELLH _{Heat} (Hrs)	1890 ⁵	Engineering Principal

HPH _{Base}	0	Field Observed
HSPF2 _{Base} (BTU/Wh)	3 413	Engineering Principal
HSPF2 _{EE} (BTU/Wh)	803	Engineering Principal
1000 (W/kW)	1,000	Conversion Factor
CAP _{Cool} (BTU/hr)	30,222	Field Observed
EFLH Cool	395	
Cooling _{Base}	1	Customer Provided
SEER2 _{Base} (BTU/Wh)	13 4	Field Observed
SEER2 _{EE} (BTU/Wh)	17 0 ³	Manufacture data
GAS _{Base}	1	Engineering estimate
AFUE _{Base} %	91 4% 6	Manufacture data
100000 (BTU/therm)	100,000	Conversion Factor

Non-Measured Operational & Maintenance Benefits

Non-Measured Operational & Maintenance Benefits Savings run from Year 1 to Year 20

Non-Measured Operational & Maintenance Benefits		Year 1 Benefits	
The ECM 1 Lighting Retrofit Non-Measured Operational & Maintenance Benefits are a result of reduced material costs due to the installation of new Lighting fixtures	\$	12,740	
The ECM -8 ACCU Replacement Non-Measured Operational & Maintenance Benefits are a result of avoided subcontracted maintenance cost. This value represent the City-provided 2023 cost to add refrigerant.	\$	10 ,400	
The ECM 11 Water Conservation Non-Measured Operational & Maintenance Benefits are a result of reduced material costs due to the installation of new Water fixtures	\$	210	
Total Non-Measured Operational & Maintenace Benefits	\$	23,350	

Customer has furnished the foregoing information which forms the basis of the Non-Measured Project Benefits Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits. See table below for lighting Non-Measured Operational Benefits

Operational Cost Savings - Lighting: First year annual operational savings of \$12,740 based on these calculations.

Lighting operational benefits are materials savings only, calculated as follows

- Lamp Unit Cost per Hour = Average Lamp Cost Average Lamp Life
- Ballast Unit Cost per Hour = Average Ballast Cost Average Ballast Life
- Existing Annual Lamp Material Cost = Existing Burn Hours × Quantity of Lamps × Lamp Unit Cost per Hour
- Existing Annual Ballast Material Cost = Existing Burn Hours × Quantity of Ballasts × Ballast Unit Cost per Hour
- Proposed Annual Lamp Material Cost = Existing Burn Hours × Quantity of Lamps × Lamp Unit Cost per Hour
- Proposed Annual Ballast Material Cost = Existing Burn Hours × Quantity of Ballasts ×Ballast Unit Cost per Hour
- Proposed Annual Material Cost = Proposed Burn Hours × ((Quantity of Lamps × Lamp Unit Cost per Hour) + (Quantity of Ballasts × Ballast Unit Cost per Hour))

Annualized Project Term Material Savings = ((Project Term × (Existing Annual Lamp Material Cost + Existing Annual Ballast Material Cost)) ((Project Term Proposed Lamp Warranty Period) × Proposed Annual Lamp Material Cost) + ((Project Term Proposed Ballast Warranty Period) × Proposed Annual Ballast Material Cost))) – Project Term

			Facility	/
ECM#	ECM Name	Franklin Public Library	City Hall	Fire Station #1
1a 1c	Lighting Retrofit	х	x	х

Savings run from Year 1 to Year 20

Non-Measured Utility Benefits

ECM-8 ACCU Replacement

Annual kWh Calculations

Ton-Hrs= (CFM*CBTU*1000*HVACHRS / 50) * (CLGWKS / CWPY)/12000

kWh/Yr= TON HRS * (OLDKW NEWKW) * (TYPE<4)

Definitions:

CFM Measures the volume of air in the AHUs, in cubic feet, for each minute it moves

CBTU Annual cooling BTU from weather bins

HVACRS HRS/WK of HVAC operation CLGWKS Coincident cooling weeks

Assumptions:

Name	Value	Basis
Chiller efficiencies – Pre/Post (EER)	07/147	Manufacture Data
Total AHU CFM	5391	Customer Provided
Average % Ventilation in occupied hours	15	Field Observed
Annual Cooling BTU from weather bins	4,055	Engineering Principles
HRS/WK of HVAC operation	168	Field Observed
Coincident cooling weeks	26 28	Engineering Principles

Customer has furnished the foregoing information to JCI, which information forms the basis of the Non-Measured Project Benefits Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits

Capital items were identified by the Customer during the ECM Workshop and are therefore no longer needed in the Customers Capital Improvement Project (CIP) budget

MEASUREMENT AND VERIFICATION METHODOLOGIES

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below ICI shall apply these methodologies, as more fully detailed in the guidelines and standards of the 2016 International Measurement and Verification Protocol (IPMVP), in connection with the provision of M&V Services hereunder

	ECM Name		Faci	lity	
			City Hall	Fire Station #1	Law Enforcement Center
1a 1c	Lighting Retrofit	Α	Α	Α	-
2a	Boiler Replacement				
3a	Control Upgrade				
4a- 4 b	Install New Solar	В		В	
5 a	Install Security Access Control Upgrades		NS		
6a &6b	DHW Replacement		NM	NM	
7	Furnace Replacement			NM	
8	ACCU Replacement	Α			
9	Masonry Repair			NS	
12a 12d	Building Envelope Retrofit	Α	Α	Α	Α
10	City Hall Interior Remodel		NS		
11a 11d	Water Conservation	Α	Α	Α	Α
14	OBEM	NS	NS	NS	NS

Option A: Retrofit Isolation: Key Parameter(s) Measurement

Measured Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Short term, long term or continuous measurements are taken throughout the pre and post-retrofit periods

Partial measurement means that some but not all parameters will be measured. Careful review of the design and installation of Improvement Measures is intended to demonstrate that the stipulated values fairly represent the probable actual values. Agreed upon values will be shown in the measurement and verification plan. Engineering calculations using measurements and stipulations are used to calculate Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option A

ECM #s: 1a thru 1c Lighting Retrofit (Option A)

The savings for this ECM are generated through a reduction in energy used by the lighting system, therefore the measurement boundary is the lighting system itself

Equations for Calculating Lighting Retrofit Savings (Option A)

Demand (kW)

Connected kW Saving = \sum_{u} [{kW/Fixture_{baseline} x Quantity_{baseline} - kW/Fixture_{post} x Quantity_{post}}]_{t,u}

where

kW/fixture_{baseline} = lighting baseline demand per fixture for usage group u

kW/fixture_{post} = lighting demand per fixture during post installation period for usage group

Quantity_{baseline} = quantity of affected fixtures before the lighting retrofit for usage group u

Quantity_{post} = quantity of affected fixtures after the lighting retrofit for usage group u

Energy (kWh)

 $kWh\ Savings_{Lighting} = \sum_{u} [Connected\ kW\ Savings_{u}\ x\ Hours\ of\ Operation]_{t,u}$

where

kW Savingsu = kilowatt savings realized during the post installation time for usage group u

Hours of Operation = $\frac{1}{2}$ number of operating hours during the time period t for the usage group u

Lighting Sampling Plan

Key Parameter	Measurement Frequency	Measurement Description
Pre- and Post Installation Fixture Power Draw (k W)	Short term	The pre retrofit power draw on a sample of fixtures meeting the 80/20 sampling plan — assuming a coefficient of variance of 0 5 will be measured using a true RMS meter Fixtures with similar rated wattages, counts and types were grouped together with a preretrofit code Measured wattages were used when possible In some situations, typical wattages as published by ANSI (American National Standards Institute) were used The post-installation wattage of the impacted fixtures will be measured one time on a sample of fixtures meeting the same sampling criteria. The savings will be updated
Burn Hours	Short-term	The existing lighting burn hours for a sample of spaces meeting the 80/20 sampling plan – assuming a coefficient of variance of 0.5. It is agreed that this time period represents typical usage for 52 weeks a year. The measured burn hours were extrapolated to annual burn hours by multiplying the measured hours by the ratio of typical weeks to measured weeks. The hours were then

 Key Parameter
 Measurement Frequency
 Measurement Description

 averaged by space type The table below shows the average annual baseline burn hours by space type These values will not be measured again

 The coincident factor is calculated based on the number of fixtures in a given space type that were logged to be operating at the same time during the on peak period – and is agreed to remain at the same value after the retrofit

The expected savings for ECM #s 1a thru 1c are shown in the table below

Building	kWh
Franklin Public Library	104,810
City Hall	33,280
Fire Station #1	1,696

ECM-2a Boiler Replacement

Annual CCF Calculations

Therms/Yr: (FTHNEW FTHOLD) * 1/FTHNEW*HTCOSTYR/HEATCOST

Definitions:

FTHNEW New boiler fuel to heat efficiency
FTHOLD Current boiler fuel to heat efficiency
OLDLOSS Current boiler radiant & misc heat losses
NEWLOSS New boiler radiant & misc heat losses

Assumptions:

Name	Value	Basis
Boıler efficiencies, old (%)-Lıb	78	Manufacture data
Boiler efficiencies, new (%)-Lib	90	Manufacture data
Current boiler fuel to-heat efficiency Lib	82	Manufacture data
Pre-Annual heating cost (\$)-Lib	15,511	Utility Data
Current boiler radiant & misc heat losses	-10	Manufacture data
New boiler radiant & misc heat losses	-0 5	Manufacture data

ECM-8 ACCU Replacement

Annual kWh Calculations

Ton-Hrs= (CFM*CBTU*1000*HVACHRS / 50) * (CLGWKS / CWPY)/12000

kWh/Yr= TON HRS * (OLDKW NEWKW) * (TYPE<4)

Definitions:

CFM Measures the volume of air in the AHUs, in cubic feet, for each minute it moves

CBTU Annual cooling BTU from weather bins

HVACRS HRS/WK of HVAC operation

CLGWKS Coincident cooling weeks

Assumptions:

Name	Value	Basis
Chiller efficiencies Pre/Post (EER)	er efficiencies Pre/Post (EER) 0 7/ 14 7 Manuf	
Total AHU CFM	5391	Customer Provided
Average % Ventilation in occupied hours	15	Field Observed
Annual Cooling BTU from weather bins	4,055	Engineering Principles
HRS/WK of HVAC operation	168	Field Observed
Coincident cooling weeks	26 28	Engineering Principles

ECM-11a thru 11d Water Conservation

The Project Benefits associated with the sinks, showers, toilet, and urinal upgrades include water and sewer savings

Annual Water/Sewer Calculations

Water Project Benefits = $\sum_{\text{type}} \left[\left(\text{Usage Rate}_{\textit{baseline}} \right) \times \text{AAUFtype x Quantity}_{\text{type}} \right] / 1,000$

Definitions:

Water Project Benefits = Water savings realized in kgal These savings will result in water and sewer dollars saved

Usage Ratebaseline = Baseline fixture use rate in gpf

Usage Rate_{post} = Post-installation fixture use rate in gpf

AAUF = Average annual flushes per fixture per year = average people using x use/day x days/year

Quantity = Quantity of affected fixtures

Hot Water Heating Fuel Project Benefits

Energy Project Benefits = Water savings x (Temphot - Tempcold) x Specific Heat x 1,000 / (3,413 x Efficiency)

Definitions:

Energy Project Benefits = Fuel savings realized in Btu

Water Project Benefits_{f-sh} = Water savings for faucets and showers in kgal

Temp_{hot} = Average water temperature

Temp_{cold} = Average cold water temperature

Specific Heat = 8 34 Btu / (kgal) (°F) for water

Efficiency = Water heater efficiency expressed as a fraction

Assumption:

Name	Value	Basis	
Population (City Hall Library Fire Station & Police Dept)	85/124 8/28/44 5	Customer Provided	
Usage Factor	See below	Engineering Principle	
Efficiency	82%	Manufacture Data	
Temp _{hot}	120	Field Observed	
Temp _{cold}	65	Field Observed	

Usage Factor	Staff		Visitors	
Fixture Type	Male	Female	Male	Female
Water Closet(flush/day/person)	10	3 0	05	15
Urinal (flush/day/person)	20	00	10	0.0
Faucet (min/day/person)	05	05	03	03
Shower (min/day/person)	0.0	0.0	0.0	0.0

Water Sampling Plan

Key Parameter	Measurement Frequency	Measurement Description	
Pre- and Post retrofit Fixture gallons/flush	Short-term	The pre-retrofit flow rates on a sample of fixtures meeting the 80/20 sampling plan – assuming a coefficient of variance of 0.5 was measured using a gallon graduated container. Fixtures with similar flow rates, counts and types were grouped together with a pre-retrofit code.	
or gallons/minute		The post installation fixtures usage will be measured one time on a sample of fixtures meeting the same sampling criteria. The savings will be updated	

Input Flows Per Fixture	Existing Fixtures
Water Closet/ Urinal-3 5	3 85
Water Closet 2 4	2 64
Water Closet/ Urinal-1 6	1 76
Water Closet 1 28	1 41
Water Closet-1 1	1 21
Water Closet 0 8	0 88
Urınal-2 5	2 75
Urınal 2	2 20
Urınal 15	1 65
Urınal-1	1 10
Urınal-0 5	0 55
Urinal-0 125	0 13
Faucet 3	3 00
Faucet 25	2 50
Faucet-2 2	2 20

Faucet 2	2 00
Faucet 15	1 50
Faucet 1 42	1 42
Faucet-1	1 00
Faucet 0 5	0 50
Shower 15	1 50
Shower 2 5	2 50

ECM-12a thru 12d Building Envelope Retrofit

Exterior door weather stripping and seal overhead door

Annual kWh and CCF Calculations

kWh/Yr = Electrical Heating Loss+ Cooling Loss

Electrical Heating Loss = ((Bldg Leakage sq mtrs) x (bldg k factor) x (Wind P Factor) x

(HDD) x (075 x 243 x 60 x 24) x (conversion to kwh)

Cooling Loss = ((Bldg Leakage sq mtrs) x (bldg k factor) x (Wind P Factor) x (CDD) x

(075 x 243 x 60 x 24) x (conversion to kwh)

CCF/ Yr: Non Electric Heat Loss = ((Bldg Leakage sq mtrs) x (bldg k factor) x (Wind P Factor) x (HDD) x (9/5) x 0 075 x 243 x 60 x 24) / (100,000 x Eff %)

Definitions:

Building K K is a factor determining building style, ranging from 100 to 150

WIND P FACTOR Wind Pressure Factor Calculated "dp^n" (Pa)

HDD Heating Degree Day (F)

CDD Cooling Degree Day (F)

EFF % mechanical EFF

Assumptions:

Name	Value	Basis
Cooling efficiencies (COP)	3	Manufacture Data
Heating efficiencies (COP)	1	Manufacture Data
Building K	130	Engineering Principles
Wind Speeds averaged (MPH)	11 45	Engineering Principles
Wind Pressure Factor, average	6 72	Engineering Principles
Total Heating Degree Day (F)	7,334 50	Bın Data
Total Cooling Degree Day (F)	1,284 40	Bın Data
% mechanical EFF	80	Manufacture Data

Option B: Retrofit Isolation: All Parameter Measurement

Measured Project Benefits are determined by field measurement of the energy use of the systems to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Short-term, long term or continuous measurements are taken pre retrofit and every year after. Engineering calculations using short term, long term or continuous measurements are used to calculate the Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option B

ECM # 4a thru 4c: Solar PV Installation (Option B)

The electrical production for this ECM will be verified using IPMVP Option B, Retrofit Isolation with All Parameter Measurement. The electrical production for this ECM is generated through a production of electricity through the solar photovoltaic arrays, therefore, the measurement boundary is the Solar PV system itself.

Parameter	Measurement Frequency	Measurement Description
Irradiance (kWh/m²)	ongoing	The irradiance will be measured using pyranometers. The value will be totalized, and the totalized value will be recorded on an hourly basis using the system software. A total of (2) pyranometers will be installed, one mounted horizontally (to measure global horizontal irradiance), and then one mounted at the same tilt and azimuth angles as the respective array (to measure plane-of-array irradiance).
AC Energy (kWh)	ongoing	The AC Energy will be measured using a Customer-owned revenue grade AC generation meter located near the AC interconnection point of the PV system

Below is a table showing the baseline monthly and total annual solar irradiance for Franklin, WI based on the NREL TMY3 weather data for 0 04° Grid (42 89,-88 02), NREL (psm3) (Franklin, WI) Also shown in this table is the estimated Year 1 Energy production for the output of the PV system

City of Franklin Library Solar Irradiance and Estimated Energy Production

Month	Baseline Global Incident (Global Horizontal) Irradiance (kWh/m²)	Baseline Year 1 AC Energy output (kWh)
January	63 3	8,336 30
February	84 5	13,204 80
March	130 7	23,462 20
Aprıl	152 7	30,779 20
May	188 5	38,636 40
June	197 3	39,975 70
July	209 4	42,029 00
August	176 7	35,213 50
September	146 5	29,954 80
October	101 1	20,858 10
November	73 8	13,848 60
December	57 7	7,578 80
Annual Total	1,582.20	303,877.40

City of Franklin Fire Station #1 Solar Irradiance and Estimated Energy Production

Month	Baseline Global Incident (Global Horizontal) Irradiance (kWh/m²)	Baseline Year 1 AC Energy output (kWh)
January	62 2	2,126 2
February	83 3	3,201 7
March	129 6	5,599 5
Aprıl	152 2	7,367 2
May	188 4	9,290 6
June	197 5	9,609 2
July	209 5	10,081 6
August	176 3	8,416 7
September	145 5	7,138 2

	Annual Total	1,573.50	73,300 4	
	December	56 5	1,989 5	
	November	72 5	3,466 0	
L	October	100	5,014 0	

The energy

production guarantee shall assume the monthly baseline (reference) solar irradiance as shown above On an annual basis (recorded monthly), the total measured AC Energy output of the PV system will be adjusted based on the actual measured global horizontal or plane-of array solar irradiance received compared to the baseline (reference) solar irradiance (of the same type), as per the following formula

Q + kWh prodfac

Where

P is energy measured in kWh

Q is solar irradiance measured in kWh/m², either the actual measured or the reference as shown

kWh ProdFac is kWh impact of any production factors that occur during the measurement period. Production factors are defined as events outside JCl's control that has the effect of reducing kWh generation or failures in system operation due to maintenance that influences data collection and recording for complete and accurate data pertaining to production and weather. Other production factors include, but are not limited to, physical obstructions or interference with the solar irradiation of each array (i.e. over shadowing or shading), snow frost-ice, utility grid outages, outages directed by the owner-Customer, casualty events, Force Majeure events, theft, vandalism, equipment failure, DAS failure (lost connection or data), or utility system permit events (system disabled)

If the adjusted amount of measured energy produced is less than the baseline energy for a given Project Year, the amount of kWh shortfall will be multiplied by the applicable \$/kWh electricity rate for that Project Year, and the result will be the PV ECM Project Benefit Shortfall for that year. If the adjusted amount of measured energy produced is greater than the baseline energy for a given Project Year, the amount of kWh surplus will be multiplied by the applicable \$/kWh electricity rate for that Project Year, and the result will be the PV ECM Project Benefit Surplus for that year.

Changes in Use or Condition; Adjustment to Baseline and/or Annual Project Benefits

Customer agrees to notify JCI, within fourteen (14) days, of (i) any actual or intended change, whether before or during the Guarantee Term, in the use of any facility, equipment, or Improvement Measure to which this Schedule applies, (ii) any proposed or actual expansions or additions to the premises or any building or facility at the premises, (iii) a change to utility services to all or any portion of the premises, or (iv) any other change or condition arising before or during the Guarantee Term that reasonably could be expected to change the amount of Project Benefits realized under this Agreement

Such a change, expansion, addition, or condition would include, but is not limited to (a) changes in the primary use of any facility, Improvement Measure, or portion of the premises, (b) changes to the hours of operation of any facility, Improvement Measure, or portion of the premises, (c) changes or modifications to the Improvement Measures or any related equipment, (d) changes to the M&V Services provided under this Agreement, (e) failure of any portion of the premises to meet building codes, (f) changes in utility suppliers, utility rates, method of utility billing, or method of utility purchasing, (g) insufficient or improper maintenance or unsound usage of the Improvement Measures or any related equipment at any facility or portion of the premises (other than by JCI), (h) changes to the Improvement Measures or any related equipment or to any facility or portion of the premises required by building codes or any governmental or quasi governmental entity, or (i) additions or deletions of Improvement Measures or any related equipment at any facility or portion of the premises

Such a change or condition need not be identified in the Baseline in order to permit JCI to make an adjustment to the Baseline and/or the Annual Project Benefits. If JCI does not receive the notice within the time period specified above or travels to either Customer's location or the project site to determine the nature and scope of such changes, Customer agrees to pay JCI, in addition to any other amounts due under this Agreement, the applicable hourly consulting rate for the time it took to determine the changes and to make any adjustments

Schedule 2

and/or corrections to the project as a result of the changes, plus all reasonable and documented out of pocket expenses, including travel costs. Upon receipt of such notice, or if JCI independently learns of any such change or condition, JCI shall calculate and send to Customer a notice of adjustment to the Baseline and/or Annual Project Benefits to reflect the impact of such change or condition, and the adjustment shall become effective as of the date the change or condition first arose. Should Customer fail to promptly provide JCI with notice of any such change or condition, JCI may make reasonable estimates as to the impact of such change or condition and as to the date on which such change or condition first arose in calculating the impact of such change or condition, and such estimates shall be conclusive.

BASELINE CALCULATIONS AND UTILITY RATES

The unit utility costs for the Baseline period are set forth below as "Base Utility Cost" and shall be used for all calculations made under this Schedule. The Base Utility Cost shall be escalated annually by the actual utility cost escalation but such escalation shall be no less than the mutually agreed "floor" escalation rate of 3.68 percent (3.68%) for electric, 5.58 percent (5.58%) for Natural Gas, and Water and Sewer 0.00 percent (0.00%). The Base Utility Cost for each type of utility represents the 12 month average utility costs from April 1, 2023 through March 28, 2024.

Utility Vendor	Rate	Sites	Utility Type	Units	Base Utility \$
We Energies	General Secondary - TOU/Demand Cg3	Public Library, City Hall, & Police Dept	Electrical Energy	kWh	\$0 0730
We Energies	General Secondary Cg1	Fire Department Station #1	Customer Demand Electrical Energy	kWh	\$3 2376 \$0 1551
We Energies	Firm Comm/ Ind Sales Class 2 (WEGO) FG-2	City Hall & Fire Department Station #1	Natural Gas	Therms	\$0 6154
We Energies	Comm/Ind Transport Class 2 (WEGO) Tf-2	Public Library & Police Dept	Natural Gas	Therms	\$0 5116
City of Franklin Commercial and Multi- Family Usage	Commercial and Multi-	City Hall, Police Dept , Fire	Water	Gals	\$0 0055
	Family Usage	Department Station #1, & Public Library	Sewer	Gals	\$0 0042

PRIMARY OPERATIONS SCHEDULE PRE- & POST-RETROFIT

Pre-Retrofit Facility/Area

City Hall	Occu	pancy	HV	'AC
	Time On	Time Off	Time On	Time Off
Monday	8 00 AM	4 30 PM	24/7	NA
Tuesday	8 00 AM	4 30 PM	24/7	NA
Wednesday	8 00 AM	4 30 PM	24/7	NA
Thursday	8 00 AM	4 30 PM	24/7	NA
Friday	8 00 AM	4 30 PM	24/7	NA
Saturday	Closed	Closed	24/7	NA
Sunday	Closed	Closed	24/7	NA
Holidays	Closed	Closed	24/7	NA

Library	Осси	pancy	HV	'AC
	Time On	Time Off	Time On	Time Off
Monday	9 00 AM	8 00 PM	24/7	NA
Tuesday	9 00 AM	8 00 PM	24/7	NA
Wednesday	9 00 AM	8 00 PM	24/7	NA
Thursday	9 00 AM	8 00 PM	24/7	NA
Friday	9 00 AM	8 00 PM	24/7	NA
Saturday	9 00 AM	4 00 PM	24/7	NA
Sunday	1 00 AM	4 00 PM	24/7	NA
Holidays	Closed	Closed	24/7	NA

Occupied Room Temperature During Heating Season 72 degrees F

Unoccupied Low Temperature Limit During Heating Season 72 degrees F

Heating season is November 1 to April 30

Occupied Room Temperature During Cooling Season 72 degrees F

Unoccupied High Temperature Limit During Cooling Season 72degrees F

Cooling season is May 1 to October 31

City Hall Post-Retrofit Facility/Area

City Hall	Occupancy		HVAC	
	Time On	Time Off	Time On	Time Off
Monday	8 00 AM	4 30 PM	6 00 AM	10 00 PM
Tuesday	8 00 AM	4 30 PM	6 00 AM	10 00 PM

City Hall	Occupancy		HVAC	
Wednesday	8 00 AM	4 30 PM	6 00 AM	10 00 PM
Thursday	8 00 AM	4 30 PM	6 00 AM	10 00 PM
Friday	8 00 AM	4 30 PM	6 00 AM	10 00 PM
Saturday	Closed	Closed	Off	Off
Sunday	Closed	Closed	Off	Off
Holidays	Closed	Closed	Off	Off

Library	Occupancy		HVAC	
	Time On	Time Off	Time On	Time Off
Monday	9 00 AM	8 00 PM	6 00 AM	10 00 PM
Tuesday	9 00 AM	8 00 PM	6 00 AM	10 00 PM
Wednesday	9 00 AM	8 00 PM	6 00 AM	10 00 PM
Thursday	9 00 AM	8 00 PM	6 00 AM	10 00 PM
Friday	9 00 AM	8 00 PM	6 00 AM	10 00 PM
Saturday	9 00 AM	4 00 PM	6 00 AM	6 00 PM
Sunday	1 00 AM	4 00 PM	10 00 AM	6 00 PM
Holidays	Closed	Closed	Off	Off

Occupied Room Temperature During Heating Season 72 degrees F

Unoccupied Low Temperature Limit During Heating Season 72 degrees F

Heating season is November 1 to April 30

Occupied Room Temperature During Cooling Season 72 degrees F

Unoccupied High Temperature Limit During Cooling Season 72degrees F

Cooling season is May 1 to October 31

Note: Police Department and Fire Station #1 are 24/7 Operation

MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee

- During the Installation Period, a JCI Performance Assurance Specialist will track Measured Project Benefits JCI will report the Measured Project Benefits achieved during the Installation Period, as well as any Non-Measured Project Benefits applicable to the Installation Period, to Customer within 60 days of the commencement of the Guarantee Term
- Within 60 days of each anniversary of the commencement of the Guarantee Term, during the period of M&V Services, JCI will provide Customer with an annual report containing
 - an executive overview of the project's performance and Project Benefits achieved to date,
 - a summary analysis of the Measured Project Benefits accounting, and
 - depending on the M&V Option, a detailed analysis of the Measured Project Benefits calculations
- During the Guarantee Term, a JCI Performance Assurance Specialist will monitor the on going performance of the Improvement Measures, as specified in this Agreement, to determine whether anticipated Measured Project Benefits are being achieved. In this regard, the Performance Assurance Specialist will periodically assist Customer, on site or remotely, with respect to the following activities.
 - a review of information furnished by Customer from the facility management system to confirm that control strategies are in place and functioning,
 - advise Customer's designated personnel of any performance deficiencies based on such information,
 - coordinate with Customer's designated personnel to address any performance deficiencies that affect the realization of Measured Project Benefits, and
 - Inform Customer of opportunities to further enhance project performance and of opportunities for the implementation of additional Improvement Measures

For specified Improvement Measures, JCI will

- a conduct pre and post installation measurements required under this Agreement,
- confirm the building management system employs the control strategies and set points specified in this Agreement, and
- analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final lighting and water benefits calculations will be determined from the as built information to reflect the actual mix of retrofits encountered during installation)
- confirm that the appropriate metering and data points required to track the variables associated with the applicable improvement Measures' benefits calculation formulas are established, and
- set up appropriate data capture systems (e g , trend and totalization data on the facility management system) necessary to track and report Measured Project Benefits for the applicable Improvement Measure
- Trend data records maintained in the ordinary course of system operation may be used and relied upon by JCI in connection with Project Benefits calculations, as well as in other commercial uses relating to building system performance. JCI will use commercially reasonable efforts to ensure the integrity of the data collected to calculate the required metrics. In the event data is lost due to equipment failure, power failure or other interruption in data collection, transmission or storage, JCI will use reasonable engineering methods to estimate the impact of or replace the lost data.

CUSTOMER RESPONSIBILITIES

In order for JCI to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for

- 1 Providing JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services,
- 2 Providing for shut down and scheduling of affected locations during installation, including timely shutdowns of electrical service, chilled water and hot water systems as needed to accomplish the Work and/or M&V Services,
- 3 Providing timely reviews and approvals of design submissions, proposed change orders, and other project documents,
- 4 Providing the following information with respect to the project and project site as soon as practicable following JCI's request
 - surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines,
 - b geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the project site,
 - temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable JCI to perform the Work,
 - d a legal description of the project site,
 - e as-built and record drawings of any existing structures at the project site, and
 - f environmental studies, reports and impact statement describing the environmental conditions, including hazardous conditions or materials, in existence at the project site
- 5 Securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable JCI to perform the Work,
- 6 Providing assistance to JCI in obtaining any permits, approvals, and licenses that are JCI's responsibility to obtain as set forth in Schedule 1,
- 7 Obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are not JCI's responsibility to obtain as set forth in Schedule 1,
- 8 Properly maintaining, and performing appropriate preventative maintenance on, all equipment and building systems affecting the Assured Performance Guarantee in accordance with manufacturers' standards and specifications,
- 9 Providing the utility bills, reports, and similar information reasonably necessary for administering JCl's obligations under the Assured Performance Guarantee within five (5) days of Customer receipt and/or generation or JCl's request therefor,
- 10 Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by JCI,

- 11 Providing and installing utility sub-meters on all new construction and/or additions built during the Guarantee Term as recommended by JCl or, alternatively, paying JCl's applicable fees for calculating necessary adjustments to the Assured Performance Guarantee as a result of the new construction,
- 12 Providing and maintaining a dedicated telephone line and/or TCP/IP remote connection to facilitate remote monitoring of relevant equipment, including Solar PV and Building Automation
- 13 Promptly notifying JCI of any change in use or condition described in Section III of Schedule 2 or any other matter that may impact the Assured Performance Guarantee,
- 14 Taking all actions reasonably necessary to achieve the Non-Measured Project Benefits,
- 15 At Fire Station #1, Customer is responsible for all interior remodeling and/or hazardous materials remediation work including drywall repair, mold remediation (if necessary), wall paper replacement, acoustical ceiling tile and grid replacement, etc
- 16 At City Hall, Customer is responsible for identification and abatement of hazardous materials including asbestos containing materials which may exist in the floor tile being demolished in the Health Department and Administration areas
- 17 CCURE 9000 server New server for the City Hall security access system to be provided by Customer or Customer to provide a virtual server to host the CCURE software. Client interface software can be set up on existing Customer workstations.
- 18 Asbestos abatement and removal for this project is entirely the responsibility of Customer. If hazardous materials are suspected to be encountered during the construction phase, JCI will immediately stop work, take measures to reduce any contamination, and notify the Customer facility manager of the possible hazardous material condition and location. JCI will then request that Customer test for the presence of and/or remove and dispose of the hazardous materials prior to any continuation of work.
- 19 The cost of hazardous material abatement or removal, such as asbestos, mold, and lead paint that is not included in the Work. JCI requests that the Customer provide asbestos reports to assist in the identification of potential hazards prior to construction.

PRICE AND PAYMENT TERMS

Customer shall make payments to JCI pursuant to this Schedule 4

1 Work The price to be paid by Customer for the Work shall be \$ 3,025,636 Payments (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI as follows

First payment due	\$1,512,818	8/30/24
Second payment due	\$302,564	9/30/24
Third payment due	\$302,564	10/30/24
Fourth payment due	\$302,564	11/30/24
Fifth payment due	\$302,564	12/30/24
Final payment due	\$302,562	2/30/25

M&V Services The total price for JCl's M&V Services, as detailed on Schedule 2 of this Agreement, is \$44,912 This amount will be paid to JCl in annual installments per the schedule below. These payments will be due and payable when Customer receives JCl's invoice and in advance of the services JCl is to provide, and shall be made throughout the 3 year Guarantee Term. The total price for JCl's M&V Services is not included in the Work price above.

Annual amount due Year 1 \$14,530 Due Date 3/1/2025 Annual amount due Year 2 \$14,966 Due Date 3/1/2026 Annual amount due Year 3 \$15,416 Due Date 3/1/2027

First payment due Upon project Substantial Completion

NOTICE TO PROCEED

JCI, Inc 12000 W Wirth St, Wauwatosa, WI 53222 ATTN Jim Bieser

Re Notice to Proceed for City of Franklin ESPC

Dear Jim Bieser

This Notice to Proceed is being issued by the City of Franklin ("Customer") to JCI, Inc ("JCI") pursuant to that certain Performance Contract entered into between Customer and JCI for the purpose of notifying JCI to commence work under such contract

In the event that this Notice to Proceed is delivered by Customer prior to the execution of the Performance Contract by Customer and JCI, Customer understands and expects JCI will incur significant costs and expenses in complying with this Notice to Proceed. In the event the Performance Contract is not executed by the parties, for any reason, Customer agrees to pay JCI for its costs and fees incurred in complying with this Notice to Proceed on a time and material basis. Customer also agrees JCI shall be entitled to a reasonable markup thereon for profit and overhead Customer agrees to pay amounts billed by JCI no later than five (5) days after Customer receives JCI's payment application. JCI will continue to submit payment applications to Customer until the Performance Contract is executed. Once the Performance Contract is executed, JCI will begin submitting its payment applications to Customer in accordance with the terms and conditions set forth therein. Any amounts already paid by Customer will be credited towards the Performance Contract price.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations

CITY OF FRANKLIN
Signature
Printed Name
Title
Date
ACKNOWLEDGED & AGREED TO:
ACKNOWLEDGED & AGREED TO: JCI, INC.
JCI, INC.
JCI, INC. Signature

CHANGE ORDER

Performance Contract dated , : and Customer	20 between JCI, Inc	Change Order No	Date (mo	/day/yr)
Customer City of Franklin				
The above referenced Performance C Terms and Conditions of the CHANG			below in accordance v	vith the
Scope of Work changed as follows				
Total amount of this Change Order			\$	
Total amount of this Change Order				
Total Performance Contract amount a	as revised by this Change	Order	\$	
The time for completion is increas	The time for completion isincreased,idecreased,iunchanged(mo_day_yr)			
The new comp	pletion date resulting from	this Change Order is		
[check if applicable] Assured Perform	nance Guarantee change	d as follows		
Unless specifically changed by this C Performance Contract remain unchai		onditions and provisions	of the above reference	d
JCI, INC.		CUSTOMER		
Signature		Signature		
Printed Name		Printed Name		
 Title		Title		

CERTIFICATE OF SUBSTANTIAL COMPLETION

PARTIES:	Johnson Controls, Inc ("JCI") 12000 W Wirth St, Wauwatosa,	WI 53222
	City of Franklin ("Customer") 9229 W Loomis Rd Franklin, WI 53132	
PROJECT:	City of Franklin ESPC , Perform Customer	nance Contract dated, 2024 between JCI and
By executing	this Certificate of Substantial Comp	oletion, Customer acknowledges the following
a	The work set forth in the Performand	ce Contract is substantially complete
	Customer has received the manuals Performance Contract	s, warranty information, and training required under the
С	The following punch list items must b	be completed by JCI (check as applicable)
	punch list attached punch list complete	
	Upon completion of the punch list ite shall sign the Certificate of Final Coi	ems, or if such punch list items are complete, JCI and Customer mpletion attached hereto
Dated	, 2025	
CITY OF FR	RANKLIN:	JCI, INC.
Signature _		Signature
Printed Nam	ne	Printed Name
Title		Title

CERTIFICATE OF FINAL COMPLETION

PARTIES:	Johnson Controls, Inc ("JCI") 12000 W Wirth St, Wauwatosa,	WI 53222
	City of Franklin ("Customer") 9229 W Loomis Rd Franklin, WI 53132	
PROJECT:	City of Franklin ESPC, Perform Customer	mance Contract dated, 2025 between JCI and
By executing th	nis Certificate of Final Completion	n, Customer acknowledges the following
	e work set forth in the Performan y complete	ce Contract has been reviewed and determined by Customer to be
		plete and hereby releases JCI's obligations under any performance project as of the date set forth below
Dated	, 20	
CITY OF FRAM	NKLIN:	JCI, INC.
Signature		Signature
Printed Name		Printed Name
Title		Title

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 7-16-24
REPORTS AND RECOMMENDATIONS	Request council approval for the Fire Department to accept a \$300.00 public donation from the Franklin Lioness Lions Club	item number 以、7、

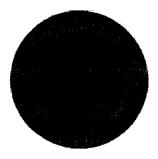
Background:

The Fire Department has received a public donation from the Franklin Lioness Lions Club in the amount of \$300.00. These proceeds were raised through the very generous fundraising efforts of club members who provide 100% of their proceeds to community programs. The department is requesting council approval to accept the donation.

Funds would go into Revenue Fund line (28-0000-4731 Donations – Fire Misc.), with expenditures on worthy project to be identified in the future.

COUNCIL ACTION REQUESTED

Request council approval for the Fire Department to accept a \$300.00 public donation from the Franklin Lioness Lions Club (Fund 28-0000-4731).



June 27, 2024

City of Franklin Fire Department 8901 West Drexel Avenue Franklin, WI 53132

Attn: Franklin Fire Chief

It is with a sense of pride that the Franklin Lioness Lions Club makes a donation of \$300 to the Franklin Fire Department. Please accept this donation and use it toward any of the fine programs that are provided for the citizens in our City.

Franklin Lioness Lions Club is a civic organization serving the City of Franklin and surrounding community. The Franklin Lioness Lions Club was chartered on October 17, 1979 and is located in District 27-A1 in southeastern Wisconsin. 100% of our fundraising goes back to the community.

We wish you continued success in providing to those in need. If there is correspondence to be sent, please send it to Franklin Lioness Lions President Terri Fischbach located at 3173 West Southwood Drive, Franklin, WI 53132.

Thank yatu

Gloria Grabarczyk

Treasurer

franklinlioness@yahoo.com

414-378-6174

Enclosure: check no. 208

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 07/16/2024
Reports and Recommendations	Motion to allow the Director of Health and Human Services to accept the 2024 Division of Public Health Consolidated Contracts to continue funding health department grants.	item number 14,8,

Background: The Wisconsin Department of Health Services Division of Public Health awards grants in a variety of programs to local health departments. The Franklin Health Department (FHD) has again been awarded grant funding for the continuation of the following grants that run from July 1, 2024 through June 30, 2025:

- Tobacco Prevention WI Wins: \$1,078
- Tobacco Prevention Community Intervention: \$3,500

These grants assist the FHD in offering additional programming and services to residents based upon analysis and assessment of community needs in addition to the services required of the department by State and Municipal codes. Tobacco Prevention support substance misuse prevention activities with youth in Franklin and prevention of youth using tobacco products.

The contract has been sent to the City Attorney for review.

Recommendation: The Director of Health and Human Services recommends approval to accept the Division of Public Health Consolidated Contract Grants for 2024-2025 awarded to the Franklin Health Department.

Fiscal Note: Without the additional grant funds above, many of the programs and services Franklin residents have become accustomed to would be reduced or become unavailable due to a loss of funds.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to accept the 2024-2025 Division of Public Health Consolidated Contract Grants for the Franklin Health Department.

Health Department: LG

Name: Cody Wagner

Title: Office of Legal Counsel

Wisconsin Department of Health Services Contract Centralization Legal Review

Agreement Number: 435100-G24-DPHCC24-26 M2 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

6/27/2024

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 M2

DPH Contract No.: 62118-2 Agreement Amount: \$4,578

Agreement Term Period: 10/01/2023 to 9/30/2025

GEARS Pre-Packet No: 26629

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 Tobacco Prevention and Treatment Program (Profile 181004 and 181010). 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 Nam	e:
Authorized Representative	Authorized	Representative
Name:	Name.	Lauren Gottlieb
Title.	Tıtle·	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. 2025

GEARS Contract Program Total Contract: Agency #: Agency Name: Agency **GEARS Contract**

End Date Type: **Start Date**

472787 Franklin HD 60 7/1/2024 6/30/2025 \$4,578

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
181004	TPCP WI WINS		-	\$1,078	\$1,078	N/A
181010	81010 TPCP COMMUNITY INTRVNS		-	\$3,500	\$3,500	N/A
					\$4,578	

Wisconsin Tobacco Prevention and Control Program (TPCP)

Scope of Work
WI Wins and FACT

Agency Name: City of Franklin Health Department

Contract Type.	GEARS
Profile ID	CI 181010/WI Wins 181004
Agency Name:	City of Franklin Health Department
Program:	Community Intervention/WI Wins

Agreement Term Period.	July 1, 2024 to June 30, 2025		
Agency/Supplier Number:	472787		
Contract/PO Number:			
Agreement Amount:	CI \$3,500/WI Wins \$1,078		

Fiscal Reporting: GEARS reports should be submitted on a monthly basis via email to <u>DHS600RCars@dhs.wisconsin.gov</u>, copying the TPCP Contract Administrator Invoices for Purchase Orders should be submitted on a monthly basis via email to Martha Pawlicki (<u>martha.pawlicki@wisconsin.gov</u>), copying the TPCP Contract Administrator Fiscal budget monitoring will be discussed during contract administration meetings

Reporting: Quarterly reporting is due within 15 days of the end of each calendar quarter using the TPCP online Activity Tracker Related materials may be attached to submitted reports

Wisconsin Wins

Overarching Goal: To prevent underage sales and youth initiation of commercial tobacco through education on tobacco sales laws, recognizing retailers who are complying with the laws, and partnering with local law enforcement to enforce the laws.

Activities include:

 Conduct compliance checks, media outreach and public outreach in each county/jurisdiction throughout the contract year per Addendum III and Addendum IV.
 Actively involve municipal or county level law enforcement agencies in WI Wins tobacco compliance checks.

Youth Engagement/FACT

Overarching Goal: Authentically involve youth in coalition work through meaningful engagement in recruitment, planning, peer outreach, empowerment, and advocacy that creates positive social change.

Include the following activities:

- Strategically recruit youth
- Hold regular action-oriented meetings
- Provide regular empowerment opportunities
- Implement peer outreach activities
- Involve youth in coalition work
- Engage youth in advocacy (media outreach and state and local leader meetings)

Health equity activities:

- Create and foster a culture of belonging, support, and growth
- Acknowledge and learn about root causes of tobacco use and provide education surrounding long-term harm
- Acknowledge and learn about historical injustices of commercial tobacco use and corporate practices

Evaluation activities:

Engage youth in conversation around ideas for youth programming at the local/state level

Addendum I

SFY25 Wisconsin Wins Allocations & Required Activities Allocation & Required Compliance Checks

COUNTY/ JURISDICTION	SFY25 CHECKS	SFY25 ALLOCATION
MILWAUKEE - FRANKLIN	14	\$1,078

A compliance check must use positive reinforcement (per guidance from SAMHSA/CSAP) designed to support retailers who refuse sales to underage youth and educate those who would sell to minors about the legal and health consequences of such sales.

All compliance checks must follow the WI Wins Protocol.

Twenty percent (20%) of the total number of compliance checks per county/jurisdiction shall include checks in bars & grills, taverns, liquor stores, bowling alleys, resorts and golf courses. Remaining checks can include retail locations such as convenience stores, grocery stores, and gas stations.

(Optional Activity) Tobacco 21 Purchase Surveys: Twenty percent (20%) of inspections may check compliance on federal law to include education only follow up, using the Tobacco 21 Purchase Surveys Protocol and no local law enforcement follow up.

Addendum II

SFY 25 Wisconsin Wins Required Activities & Allocations (continued)

The number of outreach activities for each county/jurisdiction is based on the number of compliance checks allocated in SFY25. See previous page for color assigned to the county/jurisdiction. Given that each county/jurisdiction has different needs, agencies have the ability to negotiate the number of activities.

Example: Wood County is coded with green, therefore 5 public outreach and 4 media outreach must be completed throughout SFY 25.

-Required Outreach Activities-

SFY 25

ACTIVITY CATEGORIES	NUMBER OF REQUIRED OUTREACH ACTIVITIES
Public Outreach	3
Media Outreach	2
TOTAL ACTIVITIES PER COUNTY/JURISDICTION	5

Scope of Work: July 1, 2024 to June 30, 2025

Addendum III

Wisconsin Wins Outreach Activities

One of the goals of Wisconsin Wins outreach is to be a resource for retailers in Wisconsin. The work being done to achieve this goal provides many opportunities to integrate health equity into WI Wins activities. Examples of these opportunities include providing education to community members on non-punitive policies, building authentic and sustainable relationships with retailers and clerks, and developing resources that are available in multiple languages. Completing activities with an equitable approach can result in collaborative approaches that support the mutual efforts of trying to be good partners in the community.

Below is a list of suggested outreach activities that can be conducted throughout the contract year. WI Wins, WITobaccoCheck.org and/or the federal tobacco 21 law should be a significant focus of all outreach activities. There must be a variety of outreach activities within each outreach category instead of conducting the same type of activity within the category. Although this list contains many ideas, it is not exhaustive. To assure an original outreach activity will qualify toward the required objective, please contact the Youth Access Program Coordinator.

Media Outreach

- Participate in on-air and/or print interviews
- Send a press release to local daily, weekly, and/or monthly newspaper
- Share local story with newspaper, television, and/or radio
- Submit letter to the editor (LTE) to local newspaper
- Send WI Wins/T21 Public Service Announcement to television and/or radio stations
- Call-in to community talk radio shows and/or morning shows
- Submit a WI Wins update for local newsletters
 - Community
 - o High school
 - Health department
 - Local coalitions
 - Neighborhood Watch
 - Places of worship
 - Chamber of Commerce
- Submit social media post

Examples of acceptable social media outreach include:

- o Educating on federal tobacco 21 law
- Using an ad template
- Recognizing/thanking community partner, such as law enforcement (tag person/agency in Facebook post)
- Recognizing/thanking retailer for not selling to youth (tag retailer in Facebook post)
- Submit <u>paid ad template</u> provided and approved by CTPTP to print media (work with CTPTP Communications Coordinator, Youth Access Program Coordinator and Contract Administrator)

Public Outreach

- Educate local leaders about WI Wins activities and federal tobacco 21 law
 - Arrange for virtual presentations/phone calls to/with local leaders

- May include, but are not limited to, Board of Health, county/city or town board, school board, municipal clerk, district attorney/city attorney, local government officials, legislators
- Inform law enforcement of WI Wins activities, federal tobacco 21 law and non-punitive policies related to youth possession or underage sales
- Connect with municipal clerks to discuss tobacco licensing/sales laws and identify opportunities to share information to tobacco licensees
- Share customizable WI Wins one-pager with local public leaders and legislators
- Send letters or emails to local leaders about retailers and clerks who succeed in making a difference in their community. Encourage them to call or send a note to the stores thanking the owners/clerks
- Arrange for presentations with civic and community groups
- Educate general public on federal tobacco 21 law
- Include cessation message with outreach on tobacco 21
- Send direct mail to retailers
 - Must contain program information about WI Wins, WITobaccoCheck.org or the federal tobacco
 21 law
 - Can include information about e-cigarettes and flavored products and the importance of checking IDs
- Conduct retailer trainings
- Promote No Menthol Sunday to retailers in communities with higher African American populations
- Send retailers Tobacco 21 resources (window cling, posters, buttons, etc.)
- Promote WITobaccoCheck.org/Google translate
- Promote translated WI Wins resources
- Work with a local youth group to send thank you cards to local clerks and retailers who have complied with the law in the past
- Conduct administrative activities (limit to 1 per contract year)
 - o Update retailer contact lists
 - o Add retailer email addresses to lists
 - Survey retailers to assess needs

Messages and Tactics

- All WI Wins outreach should have a positive focus
- The goal is to prevent initiation of tobacco products among youth and young adults by preventing access
- Provide details of WI Wins activities and WITobaccoCheck.org
- Recognize retailers and clerks who are making a difference in their community by not selling tobacco
- Highlight a retailer who uses WITobaccoCheck with all their employees
- Educate retailers on the federal tobacco 21 law and the need to verify purchaser age by checking ID
- Share a youth's perspective on their involvement in compliance checks
- Discuss enforcement practices and retailer employee training with law enforcement
- Thank retailers and clerks for not selling
- Increase awareness of e-cigarettes and flavored products available in the community and the importance of existing youth access laws/WI Wins program
- Promote treatment options when educating about the federal tobacco 21 law
- Build relationships with retailers and act as a resource for them

Resources

- WI Wins Google Folder
- WI Wins Activity Library Log in to search approved outreach activities

SIGNATURE - Official Authorized to Sign Application

STATE OF WISCONSIN

Date Signed

Unique Entity Identifier (UEI), if applicable

DEPARTMENT OF HEALTH SERVICES

Division of Enterprise Services F-01788 (03/2022)

For (Name of Vendor)

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.

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

Certificate Of Completion

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Subject. MP - Franklin HD - 2024 DPH Consolidated Contract - 435100-G24-DPHCC24-26 M2

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Cody Wagner

CodyW Wagner@dhs wisconsin gov

Office of Legal Counsel

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yvettea.smith@dhs wisconsin gov

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Lauren Gottlieb LLube@franklinwi gov

Director of Health and Human Services

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Anna Benton

anna benton@dhs wisconsin gov

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Intermediary Delivery Events Status Timestamp

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DPH Contracts

DHSDPHContracts@dhs wisconsin gov

DPH Contracts Shared Account

Wisconsin Department of Health Services Security Level Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

GEARS Contracts

DHSCARSContracts@dhs wisconsin gov

Wisconsin Department of Health Services

Security Level Email, Account Authentication

Electronic Record and Signature Disclosure: Not Offered via DocuSign Status

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Timestamp

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Timestamps

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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: DHSContractCentral@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 DHSContractCentral@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 DHSContractCentral@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 DHSContractCentral@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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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.



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE July 16, 2024
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2023- 2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND AND CAPITAL IMPROVEMENT FUND TO TRANSFER AND REPURPOSE UNUSED APPROPRIATIONS FOR THE JOHNSON CONTROLS COMPREHENSIVE EFFICIENCY PROGRAM PROJECT	ITEM NUMBER

BACKGROUND

On November 28, 2023, the Common Council adopted the 2024 Annual Budget. Ordinance No. 2023-2569 Section 10 indicates, "The Capital Improvement Fund expenditure appropriation, excluding the Contingency allocation, shall be administered as if adopted on a "per project" basis, and unless otherwise requiring a statutorily-executed budget modification." Ordinance No. 2023-2569 Section 12 indicates, "The Capital Outlay Fund expenditure appropriation shall be administered as if adopted on a department/division basis, and if exceed \$5,000, are subject to authorization by the Common Council."

There are 4 projects within the Capital Improvement Fund and the Capital Outlay Fund that have unspent appropriations in 2024 and may be re-appropriated, with approval:

- 1. 41-0151-5822: The Finance & Treasury Department at the Franklin City Hall has building and department upgrade appropriations totaling \$20,000.
- 2. 46-0511-5819: The Franklin Public Library has building improvement appropriations to replace the buildings air chiller totaling \$375,000.
- 3. 46-0181-5822.9645: The Franklin City Hall Municipal Buildings Department has facility improvement appropriations totaling \$350,000.
- 4. 46-0181-5822.9645: The Franklin City Hall Municipal Buildings Department has physical security and video surveillance appropriations totaling \$151,050.

The Administration Department has requested that the above four (4) projects be reallocated as a budget modification to fund the Johnson Controls Comprehensive Efficiency Program project elsewhere on the agenda. On March 5, 2024, Common Council moved to direct the Director of Administration to request a quote from Johnson Controls for a Comprehensive Efficiency Program to benefit the aging municipal buildings and create cost savings efficiencies.

FISCAL NOTE

The proposed budget amendment reclassifies these expenditures as Municipal Building expenditures for the Johnson Controls Project and transfers existing appropriations from Finance and Library to Municipal Buildings. The fund change will reclassify funds from the Capital Outlay Fund to the Capital Improvement Fund.

This budget amendment is needed facilitate the transfer of funds to support the additional appropriations for the Comprehensive Efficiency Program project. The overall fiscal impact only transfers existing appropriations from one purpose to a different purpose.

RECOMMENDATION

Staff recommends adoption of the proposed ordinance describing the following:

Capital Improvement Fund (Fund 46)

46-0511-5819	Library Aır Chıller	\$375,000	Decrease
46-0181-5822 9645	Facility Improvements	\$350,000	Decrease
46-0181-5822 9645	Physical & Video Security	\$151,050	Decrease
Capıtal Outlay Fund (Fui	nd 41)	, ,	

41-0151-5822

Finance & Treasury Upgrades \$20,000 Decrease

Capital Improvement Fund (Fund 46)

46-0181-5822.9661 **Building Improvements** \$896,050 Increase

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2024-___, an Ordinance to amend Ordinance 2023-2569, an Ordinance Adopting the 2024 Annual Budget for the Capital Outlay Fund and Capital Improvement Fund to Transfer and Repurpose Unused Appropriations for the Johnson Controls Comprehensive Efficiency Program Project.

Roll Call Vote Required.

Finance-DB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND AND CAPITAL IMPROVEMENT FUND TO TRANSFER AND REPURPOSE UNUSED APPROPRIATIONS FOR THE JOHNSON CONTROLS COMPREHENSIVE EFFICIENCY PROGRAM PROJECT

WHEREAS, the Common Council of the City of Franklin adopted the 2024 Annual Budgets for the City of Franklin on November 28, 2023;

WHEREAS, the 2024 Annual Budget provided resources and appropriations for the Capital Outlay and Capital Improvement Funds; and

WHEREAS, the Finance & Treasury Department at the Franklin City Hall has unspent building and department upgrade appropriations; and

WHEREAS, the Franklin Public Library has unspent building improvement appropriations to replace the buildings aging air chiller; and

WHEREAS, the Franklin City Hall municipal buildings department has unspent facility improvement appropriations; and

WHEREAS, the Franklin City Hall municipal buildings department has unspent physical security and video surveillance appropriations; and

WHEREAS, the Administration Department deems the repurposing of these project appropriations important to create energy savings and necessary upgrades to the municipal buildings within the City of Franklin; and

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

Section 1 That the 2024 Budget for the Capital Outlay Fund and Capital Improvement Fund be amended as follows:

Capital Impi	ovement Fund		
Library	Building Improvements	Decrease	\$375,000
Buildings	Facility Improvements	Decrease	\$350,000
Buildings	Physical & Video Security	Decrease	\$151,050
Capital Outl	ay Fund		
Finance	Building Improvements	Decrease	\$20,000
Capital Imp	rovement Fund		
Buildings	Building Improvements	Increase	\$896,050

Section 2		t amendment w	Wis. Stats., the City Clerk is directed to post a notice of ithin fifteen days of adoption of this Ordinance on the	
Section 3	provision of	The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.		
Section 4	All ordinar hereby rep	-	f ordinances in contravention to this ordinance are	
	-	ed at a regular n	neeting of the Common Council of the City of Franklin 2024.	
			APPROVED:	
			John R Nelson, Mayor	
ATTEST:				
Shirley J. R	oberts, City C	Clerk		
AYES	_ NOES	ABSENT		

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE July 16, 2024
REPORTS AND RECOMMENDATIONS	A Resolution Authorizing Certain Officials to Execute a Sponsorship Agreement with Saputo Cheese USA Inc. for the Funding of the Kayla's Playground Floor Replacement Project	ITEM NUMBER

Attached is a copy of the above-entitled Resolution, and a copy of the Sponsorship Agreement with Saputo Cheese USA Inc. as initially provided to the City by Saputo Cheese USA Inc. The Sponsorship Agreement remains in negotiation of some of its terms at the time of this writing, and it is anticipated that a final negotiated terms agreement will be available for distribution and review by the Common Council at the meeting.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute a Sponsorship Agreement with Saputo Cheese USA Inc. for the Funding of the Kayla's Playground Floor Replacement Project.

CITY OF FRANKLIN

MILWAUKEE COUNTY draft 7/11/24

RESOLUTION NO. 2024-

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A	
SPONSORSHIP AGREEMENT WITH SAPUTO CHEESE USA INC. FOR THE	
FUNDING OF THE KAYLA'S PLAYGROUND FLOOR REPLACEMENT PROJECT	Γ

WHEREAS, Saputo Cheese USA Inc. has offered a donation of \$50,000.00 to assist the City in funding the floor replacement project at Kayla's Playground, which offer has been made and the project moved forward with the anticipation of potentially receiving the donation, and the project has now been completed; and

WHEREAS, Saputo Cheese USA Inc. has provided a Sponsorship Agreement providing in part that a City sign be created and posted at Kayla's Playground in recognition of the beneficial donation to be made by Saputo Chees USA Inc.; and

WHEREAS, in appreciation of the donation, the Common Council has considered the very beneficial donation and the value to all of the existence of Kayla's Playground and the substantial increase in the value and benefits to all in the realm of the enjoyment of life, and that the entry into the Sponsorship Agreement and the contribution to be made for such entry is beneficial to the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Saputo Cheese USA Inc. Sponsorship Agreement, in the form and content as annexed hereto, subject to changes made by the Director of Administration and the City Attorney, be and the same is 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 agreement.

	ay of	•	e Common Council of the City of Franklin this 24.
Pas Franklin th	-	d at a regular me	eting of the Common Council of the City of, 2024.
			APPROVED:
ATTEST:			
			John R. Nelson, Mayor
Shirley J.	Roberts, City Cl	erk	
AYES	NOES	ABSENT	

SPONSORSHIP AGREEMENT (Legacy)

This Sponsorship Agreement ("Agreement") is entered into and effective as of July 1, 2024 ("Effective Date")

BETWEEN: SAPUTO CHEESE USA INC., a Delaware corporation, having its principal offices at

10700 Research Drive, Suite 400, Milwaukee, WI 53226,

(hereinafter referred to as "Saputo")

AND: CITY OF FRANKLIN, a tax-exempt government entity registered with the US Internal

Revenue Service under Code 170, having a place of business at 9229 W Loomis

Road, Franklin, WI 53132,

(hereinafter referred to as "Sponsored Organization")

(individually, a "Party" and, collectively, the "Parties")

WHEREAS, Sponsored Organization is a tax-exempt government entity that has constructed and maintains Kayla's Playground, as further described in <u>Exhibit A</u> of this Agreement,

WHEREAS, Sponsored Organization owns and ensures the maintenance of Kayla's Playground located in the Franklin Woods Nature Center, 3723 W Puetz Road, Franklin, Wisconsin, which is used for public purposes (the "Playground"),

WHEREAS, Sponsored Organization wishes to carry out the improvement by way of floor replacement at the Playground in accordance with the attached <u>Exhibit A</u> (the "Project"), and Sponsored Organization is seeking investors for the Project,

WHEREAS, Saputo, as a dairy manufacturer and distributor of plant-based cheese dedicated to demonstrating good corporate citizenship, wishes to support the Project by giving to Sponsored Organization a one-time donation of Fifty-Thousand Dollars (\$50,000) (the "Sponsorship Fee") to pay for the costs of the Project subject to certain conditions, as mentioned hereinafter,

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows

AGREEMENT

1. PREAMBLE

The preamble of this Agreement forms an integral part hereof as if herein recited at length and in full

2. OBLIGATIONS OF SPONSORED ORGANIZATION

In consideration of the benefits set out in this Agreement, Sponsored Organization shall.

- (a) Undertake to carry out the Project in accordance with Exhibit A of this Agreement, being understood that Sponsored Organization shall be solely responsible for carrying out the Project and for all costs and expenses incurred in connection with the Project, except as expressly provided in the Agreement, and ensure that the Project shall be completed before August 1, 2024,
- (b) Subject to Section 7.3, ensure the recognition of Saputo as a contributor to the Project by having Saputo's name prominently displayed on a stand-alone sign within the Playground as part of the Project (the "Sign") throughout the Term,
- (c) Subject to Section 7 3, ensure the recognition of Saputo's contribution during a ceremony hosted to announce the completion of the Project and invite Saputo representatives at said ceremony,
- (d) Subject to Section 7 3, ensure the recognition of Saputo's contribution though publications on the social media platforms of Sponsored Organization, as mutually agreed from time to time,
- (e) Subject to Section 7.2, provide Saputo with access to Sponsored Organization's Marks (as such term is hereinafter defined) for purposes of use by Saputo on promotional materials for the duration of the Term.
- (f) Authorize Saputo to communicate the partnership provided hereunder through various internal and external communications tools, including but not limited to its website (<u>www saputo com</u>),
- (g) Provide approval and/or comments to Saputo regarding communication and promotional material concerning Sponsored Organization within five (5) days of reception or any other delay mutually agreed by the Parties, failing which such communication and promotional material shall be deemed approved,
- (h) At all times, the representatives and members of Sponsored Organization shall conduct themselves in a professional and upstanding manner so as to support and maintain the good name, reputation and the image of Saputo and of each and every corporation, partnership, limited partnership and any other entity that is controlled, directly or indirectly, by Saputo ("Affiliates") and its and their products

3. OBLIGATIONS OF SAPUTO

In consideration of the benefits set out in this Agreement for the execution of the Project by Sponsored

Organization, Saputo shall

- (a) Provide Sponsored Organization with the payment of the Sponsorship Fee (\$50,000), as set out in the Agreement. The Sponsorship Fee will be paid by Saputo within sixty (60) days following execution of the Agreement,
- (b) Subject to Section 7, provide a limited, non-exclusive, non-transferable, revocable license to the Saputo Marks (as such term is hereinafter defined) exclusively for use by Sponsored Organization in communication and promotional materials for the duration of the Term in connection with the Project, as set forth herein,
- (c) Provide all necessary visuals and materials to Sponsored Organization for the purposes of promoting Saputo in accordance with this Agreement, and
- (d) Provide approval and/or comments to Sponsored Organization regarding communication and promotional material developed by Sponsored Organization concerning Saputo within five (5) days of reception or any other delay mutually agreed by the Parties

4. EXCLUSIVITY

During the term of this Agreement, Saputo will be granted exclusivity in the dairy category (including but not limited to, milk, cream, cheese, butter and yogurt) and the plant-based cheese category, for all visibility within the park and in connection with the Project Accordingly, Sponsored Organization undertakes that no other dairy or plant-based cheese processor or distributor, or dairy product or plant-based cheese will be associated with the Project and/or park and/or Playground in any manner during the Term, unless otherwise agreed in writing by Saputo

5. TERM OF THE AGREEMENT

The term of this Agreement shall begin on the Effective Date and terminate on June 30, 2034 (hereinafter referred to as the "**Term**")

6. TERMINATION

- Subject to any other terms and conditions of this Agreement, either Saputo or Organization (the "Terminating Party") may terminate this Agreement upon providing to the other Party (the "Defaulting Party") written notice of termination (the "Termination Notice") if the Defaulting Party is in breach of a material obligation under this Agreement, however, if such breach can be remedied and does not cause material prejudice to the Terminating Party, then the Termination Notice shall stipulate that the Defaulting Party shall have ten (10) days following receipt of the Termination Notice (the "Remedy Period") to remedy the said breach, failing which this Agreement shall automatically terminate at the end of the Remedy Period
- The Agreement terminates immediately upon notice by one Party to the other Party should the latter Party become bankrupt, take any step or proceeding available to it for the benefit of insolvent debtors, become insolvent or take any step or proceeding for its liquidation, dissolution or winding up

- 6 3 Upon expiration or termination of this Agreement, for any reason whatsoever, each Party must promptly destroy all material which displays the other Party's name, logo, trade names, trademarks, brands, artwork or other distinct marks or symbols (the "Marks") and shall immediately cease all future reproduction or display of the other Party's Marks. Notwithstanding the foregoing, if Sponsored Organization wishes to maintain the Sign in place at the park and/or Playground after the expiration or termination of this Agreement, Sponsored Organization shall send a written request to that effect to Saputo and Sponsored Organization may maintain the Sign in place if Saputo approves said request in writing.
- 6.4 If, for any reason, this Agreement is terminated prior to the end of the Term, then Sponsored Organization shall be deemed to have waived its right to claim any unpaid portion of the Sponsorship Fees Notwithstanding the foregoing, if Sponsored Organization is unable to substantially execute the Project within the prescribed delays, for any reason whatsoever, Sponsored Organization shall forthwith reimburse to Saputo the Sponsorship Fees upon request by Saputo Saputo reserves all of its legal rights in such circumstances

7. USE OF MARKS

- 7 1 Sponsored Organization and Saputo agree, subject to Sections 7 2 and 7 3, to use each other's logo to promote Saputo in connection with the Project throughout the Term of this Agreement. For clarity, as referred to in this Agreement, Saputo's logos include its corporate logo, as well as the logos of all its products.
- 7 2 Any material, in any format, including print or web advertisement, brochures, promotional documentation, where any of Sponsored Organization's Marks are displayed or otherwise used, shall be submitted to Sponsored Organization for its prior written approval before it is made available to the public or circulated
- 7 3 Any material, in any format, including print or web advertisement, brochures, promotional documentation, where any of Saputo's Marks are displayed, mentioned or otherwise used, shall be submitted to Saputo for its prior written approval before it is made available to the public or circulated

8. LICENSE ON MATERIALS

- Sponsored Organization hereby grants to Saputo and its Affiliates a perpetual, royalty-free and non-assignable license (the "License") on any and all works of every nature and kind (the "Works"), including, without limitation, pictures, videos and other materials that Sponsored Organization, its employees or other agents, including, without limitation, independent third-party contractors, create in connection with this Agreement or any other agreement between Sponsored Organization and Saputo and provide from time to time to Saputo in connection with the Agreement or any other agreement between the Parties
- 8 2 Sponsored Organization further confirms, acknowledges and agrees to the following with respect to the License
 - (a) at the request of Saputo, Organization will immediately execute any and all documents that may be required by Saputo or its counsel to give full effect to this License, and

- (b) none of the Works will infringe upon any rights of third-parties, including, without limitation, such rights relating to intellectual and industrial property, such as copyright or trademarks
- Sponsored Organization confirms, acknowledges and agrees that all persons under its control, including, without limitation, Sponsored Organization's members, shareholders, directors, officers, employees and other agents, including, without limitation, independent third-party contractors, shall comply with all of the foregoing obligations relating to the Works and the License. For greater certainty, Sponsored Organization agrees and confirms that (i) it has obtained all requisite consents and assignment of rights from its employees and agents involved in the production of the Works, (ii) all individuals featured in any of the Works have provided their consent, and (iii) upon request from Saputo, Sponsored Organization shall provide any and all documentation it has in its possession to evidence the foregoing.
- 8 4 The License shall survive the termination or expiration of this Agreement, shall enure to the benefit of Saputo's successors and assigns, and shall be binding on any and all of Sponsored Organization's successors and assigns

9. INDEMNITIES

- 9 1 Sponsored Organization will, and hereby, agrees to indemnify, defend and hold harmless Saputo and its Affiliates, and its and their directors, officers, employees and agents (the "Indemnified Parties"), from and against all claims, damages, losses and expenses which any of the Indemnified Parties may incur, including injury to, or death of, any person or on account of damage to real or personal property, or any other claim directly arising from or relating to the acts or omissions of Sponsored Organization and its agents, or others performing any of its obligations under this Agreement
- 9 2 Under no circumstances shall Saputo or Sponsored Organization be responsible for any consequential, incidental, indirect or contingent damages whatsoever, whether based on contract, tort, strict liability or other theory of law, all such damages and claims being specifically disclaimed

10. DONATION OF PRODUCTS

- 10 1 All donations of products made from time to time by Saputo under this Agreement shall be subject to the following terms and conditions
 - (a) all products donated by Saputo shall only be used by Sponsored Organization for the purposes of the Project and not for any other purpose,
 - (b) any unused products shall not be destroyed, disposed of or sold by Sponsored Organization or any of its partners or contractors,
 - (c) at Saputo's sole discretion, any unused products shall be returned by Sponsored Organization to a Saputo facility or redirected to another organization, in a timely manner and as expressly directed by Saputo from time to time, and
 - (d) all products donated by Saputo shall be refrigerated at all times at appropriate temperatures and handled with all appropriate precautions, and this, from the time of pick-up until the products are served. Product handling instructions provided by Saputo to this effect are to be strictly followed to ensure product quality and freshness is maintained at all times.

10 2 Any exception to the foregoing shall be only made with the prior written consent of Saputo, in its sole and entire discretion

11. INSURANCE

Sponsored Organization shall keep in force, at its own expense, for the Term, comprehensive commercial general liability insurance with a minimum limit of not less than three million dollars (\$3,000,000) per occurrence and per year, including general liability/commercial, personal injury, including death, and property damage. Within thirty (30) days from the execution of this Agreement, Sponsored Organization will provide to Saputo a completed certificate of insurance reflecting. (i) the required coverage, (ii) that such policy or policies will not be changed or cancelled by the insurer without at least thirty (30) days' prior written notice to Saputo, (iii) adding Saputo, the Affiliates and their respective employees, directors, officers and agents as additional insured, (iv) be primary to and non-contributing with any other insurance carried by or for the benefit of Saputo, and (v) be placed with an insurer that has an AM Best rating of no less than "A-" at all times.

12. CONFIDENTIAL INFORMATION

- 12.1 Sponsored Organization agrees that prior to and/or during the Term of this Agreement certain confidential information not generally available to the public (the "Confidential Information") regarding Saputo and/or its Affiliates, may have been and/or will be provided by Saputo and/or its Affiliates (the "Disclosing Party") to Sponsored Organization or its respective employees, agents, directors or representatives (collectively, the "Recipient") regarding the Disclosing Party. The Recipient hereby agrees to maintain in confidence and not use or disclose the Confidential Information to any third-party other than as agreed to in writing by the Disclosing Party.
- 12.2 These restrictions will not apply to the disclosure of Confidential Information by the Recipient which is required by law, was already known to the Recipient through lawful means prior to disclosure, was in the public domain at the time it was disclosed or becomes publicly available to the Recipient after disclosure through lawful means, was independently developed by the Recipient, or was disclosed to the Recipient by a third-party who had the right to make disclosure. The Recipient agrees that the obligation to keep the Confidential Information confidential will continue after the termination of this Agreement.

13. COMPLIANCE WITH SAPUTO SUPPLIER CODE OF CONDUCT

13 1 In the performance of Sponsored Organization's obligations under this Agreement and with respect to any other dealings Sponsored Organization has or may in the future have with Saputo, its Affiliates and their respective employees, officers, directors, third-party subcontractors and each of their predecessors, successors and assigns (collectively, together with Saputo, the "Saputo Group"), Sponsored Organization shall, and shall cause its affiliates and their respective employees, officers, directors, third-party subcontractors and each of their predecessors, successors and assigns (collectively, together with Sponsored Organization, the "Sponsored Organization Group") to, at all times, comply with the provisions of the Saputo Supplier Code of Conduct ("SSCOC") The full text of the SSCOC is available at https://www.saputo.com/en/our-promise/responsible-sourcing and may be updated or amended from time to time by Saputo, in its sole discretion. Sponsored Organization shall promptly report any actual or suspected violations of the SSCOC, including violations by any employee, officer, director, agent or third-party contractor acting on behalf of either the Sponsored.

Organization Group or the Saputo Group, to Saputo's internal auditors at the following email address internal audit@saputo com Such reporting will remain confidential

14. GENERAL TERMS.

- 14.1 <u>Interpretation</u> The preamble to this Agreement and <u>Exhibit A</u> attached hereto form an integral part of this Agreement as if herein recited at length in full
- 14.2 <u>Amendments</u> The Agreement constitutes the entire understanding between the Parties and may only be modified by a written document signed by both Parties
- 14.3 Relationship of the Parties The Parties agree their relationship shall under no circumstance be considered that of partner, joint venture or employee and that neither Party may make any representations or warranties on behalf of or bind the other Party
- 14.4 <u>Notices</u> Any notice or other communication required under this Agreement shall be in writing and shall be delivered personally, by fax, by email with proof of receipt or by prepaid registered or certified mail, addressed

In the case of notice to Sponsored Organization

City of Franklin

9229 W Loomis Road Franklin, Wisconsin 53132 Email Courtney Day - CDay@franklinwi gov Attention Shirley Roberts, City Clerk

And in the case of notice to Saputo as follows

Saputo Inc.

1000, de la Gauchetiere W, Suite 2900 Montreal, Quebec H3B 4W5 Canada Email stephanie roy@saputo com Attention Senior Corporate Manager, Community Relations

With a copy to

Saputo Inc.

1000, de la Gauchetiere W, Suite 2900 Montreal, Quebec H3B 4W5 Canada Fax 514-328-3322 Email sdusa legal@saputo com Attention Vice President, Legal Affairs (US)

Notwithstanding the foregoing, the Parties may, in the normal course of business, communicate by email with respect to matters related to the Project

14 5 Assignment The Parties will not assign their interests under this Agreement without the prior written consent of the other Party, which may not be unreasonably withheld, except that Saputo may assign

its interests under this Agreement without the prior written consent of Sponsored Organization, provided such assignment is made in accordance with an internal reorganization or merger. For purposes of this Agreement, a transfer of control of either Party will be deemed to constitute an assignment of such Party's interests under this Agreement. This Agreement shall enure to the benefit of each of the Parties hereto, and to their respective successors and permitted assigns.

- Governing Laws and Jurisdiction This Agreement shall be governed by and construed exclusively in accordance with the laws of the state of Delaware, as well as the laws of United States, applicable therein Further, the Parties elect as venue for any claim or litigation arising out of or in connection with this Agreement, the courts having jurisdiction in the State of Delaware and the Parties specifically exclude any other courts or jurisdictions which could have authority over the same subject matter
- 14.7 <u>Authority to Bind</u> Sponsored Organization hereby represents and warrants to Saputo that (a) it has the full right, power, and authority to enter into this Agreement and each agreement, document, and instrument to be executed and delivered by Sponsored Organization pursuant to this Agreement and to carry out the transactions contemplated hereby and thereby, and (b) the execution of this Agreement by Sponsored Organization will not result in conflict with or breach any contractual obligations of Sponsored Organization with third-parties

IN WITNESS THEREOF, the Parties hereto have executed this Agreement with effect on the Effective Date

SAPUTO CHEESE USA INC.	CITY OF FRANKLIN
Signature	Signature
Title	Title
Date	Date

EXHIBIT A

PROJECT DESCRIPTION

January 10, 2024

Project Proposal Document

Saputo

Kayla's Playground - Floor Replacement 3723 W. Puetz Rd. Franklin, WI

Project Business Case - PROPOSAL 1

Project Overview

Floor Replacement at Kayla's Playground

- Kayla's Playground was built in September of 2015, and the floor has come to the end of its life after 8 years. The floor is developing cracks/holes and the surface is deteriorating.
- The area of the floor is approximately 11,500 sq ft, which includes the age 2–5-year area, age 5–12-year area, and Liberty Swing area
- The floor is a key component of any all-inclusive playground. It allows all users the freedom to move around the playground. It also gives a soft cushion for children falling off playground equipment.
- The floor of the playground is made of poured-in-place (PIP) rubber, consisting of a thick base layer and a thinner layer of colored rubber granules. The rubber pieces are bound together by an adhesive
- Artificial turf was also considered for the floor but is much more difficult to clean and doesn't allow all users to move around easily
- The project will include removal of the existing floor, touching-up the stone base, and installing the new PIP rubber floor

Description of Property

Kayla's Playground is located at Franklin Woods Nature Center, 3723 W Puetz Rd Franklin, WI

- The playground is maintained daily by the City of Franklin Public Works Department. The Kayla's Playground Ambassador Program helps keep the playground clean and safe during the summer months. This program is overseen by the Parks Commission and is in direct communication with several departments within the City of Franklin, including
- The playground itself is 11, 500 square feet, but it is nestled within the Nature Center
 which is 38.4 acres. Two trails are offered at this site. One is a paved trail measuring
 2,072 feet outlining the perimeter of the wetlands. The other is a crushed gravel trail
 which measures 2,096 feet under the canopy of the wooded area of the Nature Center
 Many residents walk their dogs daily on the trails within the Nature Center. The City of
 Franklin installed a dog drinking fountain in 2015 to support this daily exercise.
- From our Ambassador Program data, the playground has received as many as 139
 people within a two-hour shift. This includes a full parking lot and overflow, on-road,

parking on 35th street located east of Franklin Woods Nature Center. A further breakdown of the data illustrated 107 people on the playground and 32 people within the pavilion/ patio area. This specific data was collected on a Thursday evening and did not include the reservation of the pavilion for a special event. Often weekends have increased traffic due to the reservation of the pavilion. The pavilion offers 12 picnic tables, 10 are under the covered pavilion, while two are located outside of the covered pavilion. On the patio there are 12 concrete circular picnic tables, four of which are wheelchair accessible. Many visitors visit the playground year-round even with snow-covered ground. Kayla's Playground has provided a wonderful accessible and inclusive offering to the residents and visitors of Franklin and receives visitors annually.

Property Contact Information

- Glen Morrow, City Engineer
- Kelly Hersh, Director of Administration
- Michelle Runte, Program Coordinator for Kayla's Playground Ambassador Program, Past Executive Director of Kayla's Krew 2012-2015, Kayla's mom
- Courtney Day, District 4 Alderwoman
- Kevin Schlueter, Public Works Superintendent
- Dale Borchardt, Public Works Foreman

Partnership Proposal

- 1 Year Term for \$50,000 Notified Kayla's Playground, this is a 10 year contract and will be noted in the Sponsorship agreement. CR
- City of Franklin willing to provide project plan before executing contract.
- Funding recognition of Saputo's contribution displayed on donation board at park entrance
- Agrees to carry insurance in excess of \$2M or provide other proof of insurance
- Exclusivity within the Dairy Processor Category (no competitive logos).
- Opportunity for Saputo employees to volunteer with Ambassador Program or seasonal cleanup of Kayla's Playground Options of promoting Saputo to include logo on left arm of Ambassador polo of all employees who volunteer. List of opportunities for Saputo to be involved in a ceremony and use of the facility by local Saputo employees.

Project Duration Estimates

Project Milestone	Date Estimate	
 Project plan development Approval by city 	1 st Quarter 2024	
Secure funding Sign contract	• Spnng 2024	
Start construction phase	Spring 2024	

Construction finalized	Spring/Summer 2024		
Opening ceremony	Spring/Summer 2024		
Project Budget	•		
Estimated Cost - \$165,000 -	\$275,000		
Saputo Contribution Requested : \$50,000			
* Exact cost will be determined after bidding process is complete.			
Project plans or graphics			
Please see attached plans and graphics of Kayla's Playground			
	•		
Photos of current facility/location			
See information on the Kayla's Playground, including pictures of amenities and flooring on the City of Franklin website https://www.franklinwi.gov/Departments/Parks-Recreation/Kaylas-Playground-at-Franklin-Woods.htm			

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 07-16-24
REPORTS & RECOMMENDATIONS	Antoine L. Williams Alcohol Beverages New Operator License Application	ITEM NUMBER 以、川、

This application was put over to this meeting at the June 18, 2024 Common Council meeting following no recommendation from the License Committee at its meeting on that date. Mr. Williams did not appear at either of those meetings and has been notified to appear at this meeting by way of certified mail return receipt requested, though the Clerk's Office has not received the return receipt, or any responses to a number of other contact attempts.

COUNCIL ACTION REQUESTED

Motion to approve or deny an Operator license for Antoine L. Williams for the 2024-2025 license year.



APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE August 6, 2024
REPORTS & RECOMMENDATIONS	A Resolution to Grant an Underground Distribution Easement to Wisconsin Electric Power Company at 8120 S. Lovers Lane Road (TKN 801-9986-000)	ITEM NO. Ald. Dist. 2 としる・

BACKGROUND

The City is constructing an elevated water storage tower on 8120 S. Lovers Lane Road and the tower will need electric utility service.

ANALYSIS

Landmark, the contractor completing the work will pay the installation and connection fees as part of their work, but the City needs to grant an easement that will contain the electric service.

OPTIONS

Approve or Deny the resolution. Denial will need discussion other direction to Staff.

FISCAL NOTE

This action does not cost any additional funds to the city as the connection costs are borne by the contractor.

\$8,118,000.00	Initial Project Budget	
\$1,000,000.00	ARPA Funding	
\$9,118,000.00	TOTAL BUDGET	
h		
\$943,441.00	Watermain North Project through current change orders (Dorner)	
\$663,460.50	Watermain South Project (Vinton)	
\$6,959,070.00	Water Tower project through current change orders (Landmark)	
\$8,565,971.50	CURRENT TOTAL PROJECT- CONSTRUCTION	
\$18,100.00	Applied Tech for rebidding the south watermain	
\$157,250.00	Applied Tech- Amendment 1	
\$175,350.00	APPLIED TECH FEES TO BE APPLIED TO PROJECT BUDGET	
\$8,741,321.50	Total construction and design applied to projects at this time	
\$376,678.50	BUDGET REMAINING	

RECOMMENDATION

Adopt Resolution 2024-___ a resolution to grant an underground distribution easement to Wisconsin Electric Power Company at 8120 S. Lovers Lane Road (TKN 801-9986-000)

Engineering - GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

A RESOLUTION TO GRANT AN UNDERGROUND DISTRIBUTION EASEMENT TO
WISCONSIN ELECTRIC POWER COMPANY AT
8120 S. LOVERS LANE ROAD (TKN 801-9986-000)

WHEREAS, The City is constructing an elevated water storage tower on 8120 S. Lovers Lane Road and the tower will need electric utility service; and WHEREAS, Wisconsin Electric Power Company needs an easement to accommodate the permanent electrical system. NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the Common Council of the City of Franklin that it would be in the best interest of the City to grant said easement for an underground distribution easement to Wisconsin Electric Power Company in the vicinity of 8120 S. Lovers Lane Road; and BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute the easement on behalf of the City. Introduced at a regular order meeting of the Common Council of the City of Franklin this _____day of ______, 2024 by ______. Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____, 2024. APPROVED: John R. Nelson, Mayor ATTEST: Shirley J. Roberts, City Clerk

AYES NOES ABSENT

Glen Morrow

From:

Mallas, Paul W < Paul Mallas@we-energies.com>

Sent:

Friday, July 12, 2024 12 38 PM

To:

Glen Morrow

Cc:

Gaglione, Geri

Subject:

Work Request # 4991261 - Easement for Utility Facilities - 8130 S. 100th St - C/Franklin

Attachments:

PSCW Brochure Elec & Gas.pdf; 4991261-Distribution Easement-EXA pdf

Good afternoon Glen,

In order to install the requested utility facilities at **8130 S. 100th Street, City of Franklin**, we will need to obtain easement rights prior to installation. Attached please find a copy of the easement that is to be signed and notarized in black ink. Please return the signed easement to my attention at the address below. Upon receiving the signed easement, I will have it recorded with the Office of the Register of Deeds. To expedite your service a scanned copy may be emailed in the interim.

Please note that the Public Service Commission entitles you to a minimum of five days to examine the materials provided. However, you have the option to waive the five-day review period and sign and return the easement at any time.

For your safety, we will have Diggers Hotline locate underground utilities including natural gas, electric, telephone, cable television, sewer and water. We also need your help to make sure we don't damage any of your privately maintained facilities. To avoid damage to your facilities — such as an underground sprinkler system, electric, propane, sewer and sump pump lines, well, septic system, yard lighting, etc. — please notify us of their location. It is very important that we are aware of these facilities. We Energies and/or its agents are not responsible for damage to your facilities that we are not aware of before our work begins.

If you have any questions, please call me at 414-423-5015 or email Paul.Mallas@we-energies.com and reference the work request below. We appreciate your prompt attention to this matter.

Have a good weekend.

Work Request: OB 4991261

Paul Mallas

Lead Right of Way Agent
We Energies
4800 W Rawson Avenue - OBSC
Franklin, WI 53132

office: (414)423-5015 mobile: (414)640-2811

email: paul.mallas@we-energies.com

DISTRIBUTION EASEMENT UNDERGROUND

Document Number

WR NO. 4991261

IO NO 5451

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY OF FRANKLIN, a Wisconsin Municipal Corporation, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area"

The easement area is described as a strip of land fifteen (15) feet in width being a part of the Grantor's lands; also being a part of the Northeast ¼ of Section 17, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document

RETURN TO
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W MICHIGAN STREET, ROOM P277
PO BOX 2046
MILWAUKEE, WI 53201-2046

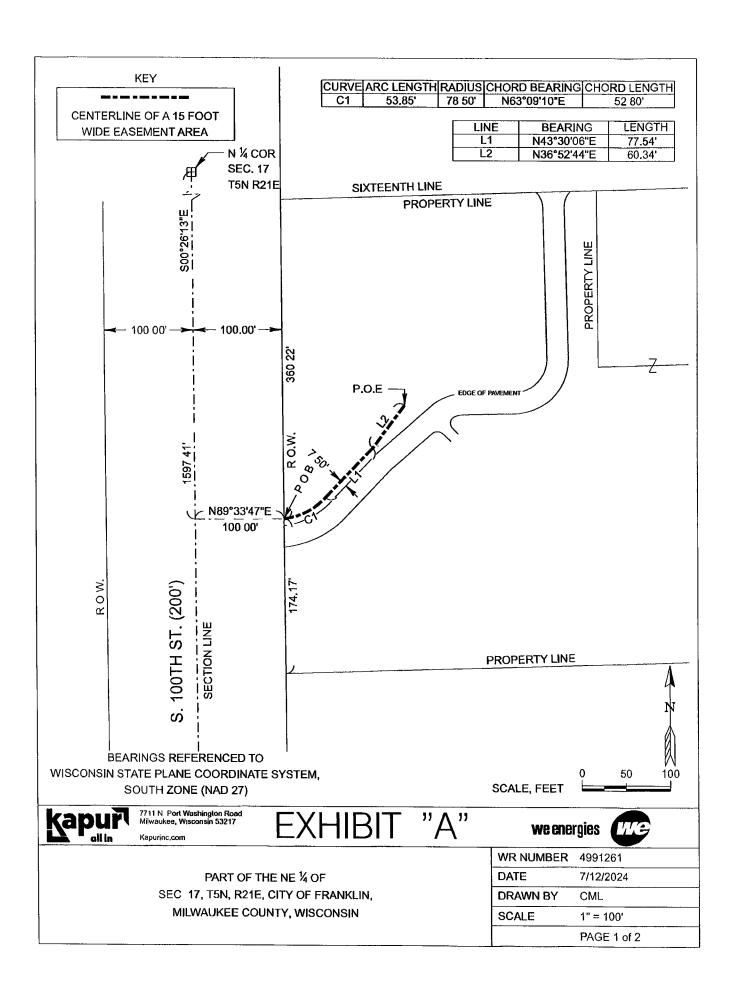
 Purpose: The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete

801-9986-000 (Parcel Identification Number)

- slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- Access: Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress
 over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement
 area
- 3. Buildings or Other Structures: Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto
- 4. Elevation: Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee
- 5. Restoration: Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area
- 6. Exercise of Rights: It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use
- 7. Binding on Future Parties: This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto
- 8. Easement Review Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period

	Grantor:
	CITY OF FRANKLIN, a Wisconsin Municipal Corporation
	By
	BySHIRLEY ROBERTS, CITY CLERK
Personally came before me in Milwaukee County, Wi	sconsin on, 2024,
the above named JOHN NELSON, the MAYOR, and	SHIRLEY ROBERTS, the CITY CLERK,
of the CITY OF FRANKLIN, a Wisconsin Municipal C	corporation, for the municipal corporation, by its authority, and pursuan
to Resolution File No.	adopted by its
on	., 2024.
	Notary Public Signature, State of Wisconsin
	Notary Public Name (Typed or Printed)
(NOTARY STAMP/SEAL)	My commission expires

This instrument was drafted by Paul Mallas on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046



LEGAL DESCRIPTION EASEMENT AREA

Part of the Northeast Quarter (NE ¼) of Section 17, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, more particularly described as follows

A strip of land 15 00 feet in width, lying 7 50 feet on each side of the following described centerline.

Commencing at the North Quarter comer (N 1/4) of said Section 17, thence South 00°26′13″East, along the West line of the Northeast Quarter of said Section 17, 1597 41 feet, thence North 89°33′47″ East, 100 00 feet to the East line of South 100th Street and the Point of Beginning (P O B), Thence 53 85 feet along the arc of a curve to the left with a radius of 78 50 feet, and a chord bearing and chord of North 63°06′10″East, 52 80 feet, Thence North 43°30′06″East, 77.54 feet; Thence North 36°52′44″East, 60 34 feet to the Point of End (P O.E.)

The sidelines of said strip of land shall prolong or shorten so as to terminate on the East line of South 100th Street and at perpendicular to the Point of Ending

Kapur

7711 N Port Washington Road Milwaukee Wisconsin 53217

Kapurinc.com

EXHIBIT "A'

we energies



PART OF THE NE ¼ OF SEC 17, T5N, R21E, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

WR NUMBER	4991261
DATE	07/12/2024
DRAWN BY	CML
SCALE	N/A
	PAGE 2 of 2



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE July 16, 2024
REPORTS AND RECOMMENDATIONS	A RESOLUTION ALLOWING THE CLAIM OF GREG NISENBAUM RELATED TO THE ASSESSMENT ON TAX KEY NO. 747-9979-001	ITEM NUMBER

At the May 7, 2024, Common Council meeting, the Council heard a claim concerning the Greg Nisenbaum v. City of Franklin, Excessive Tax Assessment Claim No. WM000402260326. Ultimately, the Council took no action as there was discussion about whether Mr. Nisenbaum met all of the requirements for pursuing his claim. Since that meeting, further investigation has been completed. That review has revealed the following:

- The assessment on the involved property as of 1/1/2023 was \$520,000, which was based upon the building improvements being 100%.
- On 5/1/23, the owner spoke to an assessor during the open book, stating construction was approx. 50% complete as of 1/1/2023. No adjustment was made at that time.
- The owner did not appear before the Board of Review to seek a reduction.
- The owner received a 2023 tax bill for parcel 747-9979-001 for \$8,441, which was based upon the 100% complete value.
- The owner filed a claim for excessive tax assessment.
- A review of the details related to the construction suggests that the buildings were more than 50% complete, but less than 100% complete.
- Insurance Defense counsel for the City previously negotiated a settlement with the owner which would set the level of completion at 70%.
- The City's assessor agrees that the buildings were not 100% complete as of 1/1/2023.
- The owner paid the remaining property tax due on May 23, 2024. Because he had not made the required installment payment on March 31, penalty and interest was imposed (and paid) in the amount of \$250.20.

Under Wis. Stat. § 70.43, an assessor may correct an assessment where a palpable error has been made. By statutory definition, a palpable error includes an assessment that "included real property improvements which did not exist" on the date of assessment. Valuing partially complete improvements as if they were fully complete meets this definition. Thus, the assessor could make this change at the Board of Review meeting later this year without action by the Common Council.

Wis. Stat. § 74.35 also allows a property owner to file a claim for the recovery of an unlawful tax. "Unlawful tax" is defined as a tax which contains a palpable error. Like a claim for excessive assessment this claim must also be filed by January 31. Unlike a claim for excessive assessment, appearing before the Board of Review is not a condition precedent to filing a claim to recover an unlawful tax. Under Wis. Stat. § 74.35(5)(c), timely paying of the tax in full or via any authorized installment payments is a condition precedent to maintaining a claim (this is also a condition on a claim for excessive assessment).

It is true that the owner here failed to properly file his claim (he filed an excessive assessment claim instead of a claim for the recovery of an unlawful tax) and also failed to timely make the required second installment payment. Both factors would justify denial of the claim. However, where the assessor agrees that there is an actual palpable error in the assessment, and the City is still within the timeframe to correct the error, best practice is to correct the error.

There are some advantages to correcting the error through the claims process instead of having the assessor do it through the Board of Review. Specifically, in the claims process the City can charge back part of the refund to the other taxing jurisdictions. In the Board of Review method, the tax bill for next year is adjusted, so the City (and the other taxing jurisdictions) collect less in total taxes.

For the purposes of calculating the refund:	
100% Completed Assessment Amount: Property Tax Billed:	\$520,000.00 \$8,411.63
70% Complete Assessment Amount: Property Tax Billed:	\$340,000.00 \$5,888.14
Refund amount:	\$2,523.49
based upon the filing errors described above,	contemplated a waiver (refund) of the penalty and interest imposed, it is not recommended that the penalty and interest be refunded here. If Review, penalty and interest does not factor into the discussion.
COUNC	IL ACTION REQUESTED
refund of \$2,523.49 based upon the pal-	which settles the claim of Mr. Nisenbaum with a property tax pable error made in the calculation of the assessment subject to the property owner as presented, and to direct the City Finance or Wis Stat 8 74

RESOLUTION NO. 2024-

RESOLUTION ALLOWING THE CLAIM OF GREG NISENBAUM RELATED TO THE ASSESSMENT ON TAX KEY NO. 747-9979-001

WHEREAS, the City's Assessor valued the property identified as Tax Key No. 747-9979-001 (the "Property") for the 2023 tax year at \$520,000; and

WHEREAS, the owner of the Property filed a claim for excessive assessment seeking a refund of a portion of the taxes paid because construction on the Property was not fully complete; and

WHEREAS, upon investigation of the claim, it was determined that the construction was not complete but that the assessment was based upon 100% completion; and

WHEREAS, the investigation revealed that the building improvements on the Property were approximately 70% complete on January 1, 2023; and

WHEREAS, valuing real property improvements that did not exists constitutes a palpable error in the assessment under Wis. Stat. § 74.33; and

WHEREAS, a tax based upon an assessment containing a palpable error is an unlawful tax under Wis. Stat. § 74.35; and

WHEREAS, the Common Council desires to correct the assessment for the Property for the 2023 tax year and refund the excess tax imposed based upon the palpable error;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that the claim of Mr. Nisenbaum related to the 2023 assessment on Tax Key No. 747-9979-001 us allowed based upon the palpable error in the assessment related to the fact that the buildings were only 70% complete on the date of the assessment such that \$2,523.49 in property tax should be refunded.

BE IT FURTHER RESOLVED that the Finance Department is authorized and directed to issue a refund of \$2,523.49 to Mr. Nisenbaum upon receipt of a standard-form release from the same.

Introduced by Ald.	at	a	regular	meeting	of	the	Common
Council of the City of Franklin the 16th day of July,	2024	4.	_				

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 16th day of July, 2024.

RESOLUT Page 2	ION NO. 2024	~		
			APPROVED:	
ATTEST:			John R. Nelson, Mayor	_
Shirley J. R	Roberts, City Cl	lerk ABSENT		

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE July 16, 2024
REPORTS AND RECOMMENDATIONS	Polish Heritage Alliance, Inc. v City of Franklin, Milwaukee County Circuit Court Case No. 2023-CV- 9073. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to Polish Heritage Alliance, Inc v. City of Franklin, Milwaukee County Circuit Court Case No. 2023-CV-9073, a litigation matter which is in process and pending at this time, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.



APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 07/16/2024
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM 02/NUMBER H.

See attached License Committee Meeting Minutes from the License Committee Meeting of July 16, 2024.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the License Committee Meeting of July 16, 2024.

CITY CLERK'S OFFICE



License Committee Agenda* Franklin City Hall Aldermen Room 9229 West Loomis Road, Franklin, WI July 16, 2024 – 5:00 p.m.

1.	Call to Order & Roll Call	Time:			
2.	Applicant Interviews & Decisions				
		Reco	mmendat	ions	
Type/ Time	Applicant Information	Approve	Hold	Deny	
Operator	Josip Jaksic				
2024-2025 New	Croatian Park				
5:00 p.m.					
Operator	Lynn Bagniewski				
2024-2025	Root River Center				
New					
Operator	Danielle Biersack				
2024-2025	Target Store T-2388				
New					
Operator	Kimberly Burdick				
2024-2025	Irish Cottage				
New					
Operator	Matthew Christman				
2024-2025 New	Target Store T-2388				
Operator	Tadeusz Cieslak				
2024-2025	Polonia Sport Club				
New					
Operator	Barbara Hughes				
2024-2025	Target Store T-2388				
New					
Operator	Mark Leto				
2024-2025	Target Store T-2388				
New					
Operator	Jennifer Martinez				
2024-2025	The Landmark				
New					

Operator 2024-2025 New	Julia Martinez The Landmark	
Operator 2024-2025 New	Max McCoy Target Store T-2388	
Operator 2024-2025 New	Alyssa Minturn Iron Mike's	
Operator 2024-2025 New	Mary Papageorge The Rock Sports Complex	
Operator 2024-2025 New	Natalia Perez-Gardipee Mimosa	
Operator 2024-2025 New	Katherine Pollock On Cloud Wine	
Operator 2024-2025 New	Beth Potrykus Target Store T-2388	
Operator 2024-2025 New	Teegan Price The Rock Sports Complex	
Operator 2024-2025 New	Arianna Singer Luxe Golf/Dog Haus/Brick	
Operator 2024-2025 New	Alexis Steltz Romey's Place	
Operator 2024-2025 New	Dominique Tarpley Romey's Place	

Operator 2024-2025 New	Molly Tengel Hideaway Pub & Eatery		
Operator 2024-2025 New	Taylor Wojcinski Tuckaway Country Club		
Operator 2024-2025 Renewal	Jeffrey Terp Franklin Lion's Club – St Martins Fair		
Temporary Class "B" Beer	Franklin Lions Club: St. Martin's Labor Day Fair Person in Charge: David Lindner Location: St Martins Rd. & Church St. Dates of Event: 9/1 through 9/2/24		
3.	Adjournment	Time:	

^{*}Notice is given that a majority of the Common Council may attend this meeting to gather information about an agenda item over which they have decision-making responsibility

This may constitute a meeting of the Common Council per State ex rel Badke v Greendale Village Board, even though the Common Council will not take formal action at this meeting.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/16/2024
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated June 28, 2024 through July 11, 2024, Nos. 198508 through Nos. 198685 in the amount of \$ 2,199,113.66. Also included in this listing are EFT Nos. 5742 through EFT Nos. 5755, Library vouchers totaling \$ 898.76, Water Utility vouchers totaling \$ 35,195.94 and Property Tax Refunds in the amount of \$ 40.08. Voided checks in the amount of \$ (1,922.08) are separately listed.

Early release disbursements dated June 28, 2024 through July 10, 2024 in the amount of \$ 567,374.12 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.

The net payroll dated July 12, 2024 is \$ 472,457.87, previously estimated at \$ 470,000. Payroll deductions dated July 12, 2024 are \$ 257,688.09, previously estimated at \$ 275,000.

The estimated payroll for July 26, 2024 is \$ 483,000 with estimated deductions and matching payments of \$ 514,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of July 11, 2024 in the amount of \$ 2,199,113.66
- Payroll dated July 12, 2024 in the amount of \$ 472,457.87 and payments of the various payroll deductions in the amount of \$ 257,688.09 plus City matching payments and
- Estimated payroll dated July 26, 2024 in the amount of \$ 483,000 and payments of the various payroll deductions in the amount of \$ 514,000, plus City matching payments.

ROLL CALL VOTE NEEDED