

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE CITY OF MILWAUKEE
AND THE CITY OF FRANKLIN**

This Agreement is entered into as of the ____ day of _____, 2018 (“Effective Date”), by and between the City of Milwaukee, a municipal corporation (“Milwaukee”), and the City of Franklin, a municipal corporation (“Franklin”).

WHEREAS, Milwaukee, operating as a public water utility, and Franklin, operating as a public water utility, will execute, concurrent with this Agreement, an agreement for the sale of water by Milwaukee to Franklin at wholesale, which agreement is entitled Agreement Between the City of Milwaukee and the City of Franklin for the Purchase of Water at Wholesale (“Water Service Agreement”); and

WHEREAS, pursuant to the Water Service Agreement, Milwaukee will serve water to the area identified as the Service Area in the Water Service Agreement; and

WHEREAS, a map of the Service Area is found in Exhibit A to this Agreement and is identical to the map of the Service Area delineated in the Water Service Agreement; and

WHEREAS, in partial consideration of the extension of wholesale water service to Franklin, Franklin has agreed to enter into this Agreement to compensate Milwaukee for the value of Milwaukee water to Franklin’s residents and businesses within the Service Area; and

WHEREAS, Franklin has authorized its proper City officials to enter into this Agreement pursuant to Resolution Number _____, dated _____, 2018; and

WHEREAS, Milwaukee has authorized its proper City officials to enter into this Agreement pursuant to Common Council Resolution Number 171780, dated _____, 2018; and

WHEREAS, Wisconsin Statute § 66.0301 authorizes municipalities to contract with each other for the receipt or furnishing of services.

NOW, THEREFORE, In consideration of the mutual promises contained herein and for other good and valuable consideration, the parties agree as follows:

**ARTICLE I
AGREEMENT ON BEHALF OF FRANKLIN**

A. Regional Benefits Payment. In partial consideration of Milwaukee’s agreement to extend wholesale water service to Franklin, and apart from and in addition to any obligations under the Water Service Agreement, Franklin agrees to pay to Milwaukee a Regional Benefits Payment totaling \$2.0 million, which shall be paid in four (4) equal annual payments of \$500,000. The first Regional Benefits Payment shall

be due and payable within 60 days of receipt of written authorization from the Public Service Commission of Wisconsin (“Commission”) under Wis. Stat. § 196.49 (“Construction Authority”) for the construction of the water supply infrastructure described in sec. II. of the Water Service Agreement, provided that in the event of an appeal of the Commission’s decision in a Construction Authority proceeding, no payment shall be due until 30 days after the completion of all applicable appeals processes and expiration of time limits for filing same. Subsequent payments shall be due and payable by December 31 of each year thereafter. If no Construction Authority or other Commission approval is necessary for the water service to occur, then Franklin shall pay the first Regional Benefits Payment by December 31 of the year preceding Milwaukee’s commencement of construction of the transmission main described in sec. II. of the Water Service Agreement and subsequent payments shall be due and payable by December 31 of each year thereafter. The parties expressly recognize that the Regional Benefits Payment shall not be considered tax receipts or revenues of Milwaukee’s water utility. Milwaukee shall deposit the payment into the City of Milwaukee general fund.

B. Affordable Housing Plan. Franklin shall adopt a comprehensive housing plan to address affordable housing opportunities within Franklin in a manner designed to improve racial, age, and income diversification (“Affordable Housing Plan”). Franklin shall provide a copy of the adopted Affordable Housing Plan to the City of Milwaukee Commissioner of Public Works (“Commissioner”) within 60 days of receipt of Construction Authority or December 31, 2022, whichever occurs earlier. Within 30 days of receipt of the Affordable Housing Plan, the Commissioner shall provide written notice to Franklin certifying that the plan meets the requirements of this paragraph or, in the alternative, specifying the plan’s deficiencies. Franklin shall cure any deficiencies specified by the Commissioner within 60 days of the notice.

C. Public Transportation Plan. Franklin shall adopt a comprehensive public transportation plan (“Public Transportation Plan”) designed to result in the expansion and improvement of public transportation links between persons living in Milwaukee and job opportunities in Franklin. Franklin shall provide a copy of the adopted Public Transportation Plan to Milwaukee within 60 days of receipt of Construction Authority or December 31, 2022, whichever occurs earlier.

ARTICLE II AGREEMENT ON BEHALF OF MILWAUKEE

A. It is expressly understood by the parties that, notwithstanding approval of the Water Service Agreement by the Commission, Milwaukee’s obligation to provide wholesale water service to Franklin is contingent upon Franklin’s performance of the requirements of Article I, including but not limited to, Milwaukee’s receipt of the Regional Benefits Payment.

B. It is expressly understood by the parties that this Agreement creates no obligation on the part of Milwaukee to provide water service at any time to any area that is not a part of the Service Area.

**ARTICLE III
AGREEMENT ON BEHALF OF BOTH PARTIES**

A. Both parties agree that economic development generates local and regional benefits. In order to achieve local and regional economic development benefits, both parties agree to abide by the Code of Ethics adopted by the Milwaukee 7 on November 29, 2006 and attached as Exhibit B.

B. Both parties agree to hold an annual meeting with designees of both communities' mayors to discuss opportunities to collaborate on city services and to improve the availability of skilled workers in both communities and to improve the access of workers in each community to job opportunities.

C. Both parties agree that neither party shall take any action to solicit businesses to relocate from the City of Milwaukee to the City of Franklin, or from the City of Franklin to the City of Milwaukee.

**ARTICLE IV
TERM**

This Agreement shall become effective upon execution by the parties and shall run concurrently with the term of the Water Service Agreement.

**ARTICLE V
AMENDMENT**

This Agreement may be amended at any time in writing upon mutual agreement of the parties.

**ARTICLE VI
NOTICES**

All notices to be given by the parties shall be in writing and served by personal delivery, facsimile or United States mail, first class, postage prepaid, addressed as follows:

If to: City of Milwaukee

Commissioner of Public Works
City of Milwaukee
841 N. Broadway, Room 501
Milwaukee, WI 53202

If to: City of Franklin

City Engineer and Utility Manager

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

**ARTICLE VII
ENTIRE AGREEMENT**

With the exception of the terms of the Water Service Agreement, this Agreement sets forth all the covenants, provisions, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements, conditions or understandings either oral or written other than are herein set forth.

**ARTICLE VIII
COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

DRAFT

In Witness Whereof, the parties have executed this Agreement the day and year first above written.

IN THE PRESENCE OF:

CITY OF MILWAUKEE,

Mayor

City Clerk

COUNTERSIGNED:

City Comptroller

Approved as to form, execution, and content
this ____ day of _____, 201_.

Assistant City Attorney

IN THE PRESENCE OF:

CITY OF FRANKLIN,

Mayor

City Clerk

Director of Finance and Treasurer

1048-2017-319:247440v4