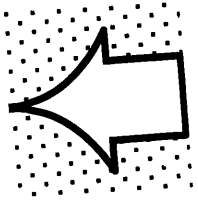


April __, 2020



VIA EMAIL AND PERSONAL DELIVERY

Aaron Hertzberg
Economic Development Director
Dept. of Administrative Services
Economic Development Division
633 W. Wisconsin Avenue, Suite 903
Milwaukee, WI 53203

VIA EMAIL

Teig Whaley-Smith
Director of Administrative Services
901 North 9th Street, Room 303
Milwaukee, WI 53233

VIA EMAIL

Margaret Daun
Milwaukee County Corporation Counsel
901 North 9th Street, Room 303
Milwaukee, WI 53233

VIA EMAIL

Hal Karas
Husch Blackwell LLP
555 East Wells Street, Suite 1900
Milwaukee, WI 53202

Re: Letter Agreement Regarding Community Benefit Requirement

Dear Mr. Hertzberg:

This letter agreement ("Letter Agreement") is in reference to that certain Option Agreement (Land Bank) between MRMC Land Bank, LLC ("Land Bank") and Milwaukee County dated January 21, 2020 (the "Land Bank Option") for the purchase and sale of the County's interest in certain property at 9201-9501 Watertown Plank Road, Wauwatosa, Wisconsin and certain other surrounding land, all of which is more particularly described in the Land Bank Option.

Land Bank agrees that it shall include the following requirements into any agreement for construction on the Land within ten (10) years from the date hereof: (a) include in each subcontract a goal that the subcontractor meet with a state recognized pre-apprenticeship program to identify hiring opportunities, 25% of project hours to be completed by Milwaukee County Residents (b) work with the County's CBDP department to meet a goal of 17% Targeted Business Enterprises for professional services, and 25% for construction contracts, (c) Davis Bacon wages be paid for the BRT improvements, and (d) terms and conditions required by the FTA Master Agreement, specifically third party contracting guidance in effect at the time the contract in question was awarded for the BRT improvements. In addition, Land Bank agrees to use the template attached as Exhibit A with all developers constructing on the Land in coordination with the County and in compliance with Chapter 42 of the Milwaukee County Ordinances.

All capitalized terms used but not defined herein shall have the meaning set forth in the applicable Option Agreement.

Please indicate your acceptance of and agreement to the terms of this Letter Agreement by executing a copy hereof in the space provided below.

[The balance of this page intentionally left blank]

[Signature Page to Side Letter Agreement – Community Benefits – Land Bank]

MRMC LAND BANK, LLC

By: Froedtert Memorial Lutheran Hospital, Inc.,
its member

BY: Catherine A. Jacobsen
Catherine A. Jacobsen, President and CEO of Froedtert
Health, Inc., sole member of Froedtert Memorial
Lutheran Hospital, Inc.

By: The Medical College of Wisconsin, Inc.,
its member

BY: _____
Name: John R. Raymond, Sr., M.D.
Title: President & CEO

By: Children's Hospital of Wisconsin, Inc.,
its member

BY: _____
Name: Peggy Troy
Title: President and CEO of Children's Hospital and
Health System, Inc.,
the sole voting member of Children's Hospital of
Wisconsin, Inc.

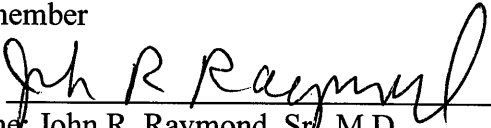
[Signature Page to Side Letter Agreement – Community Benefits – Land Bank]

MRMC LAND BANK, LLC

By: Froedtert Memorial Lutheran Hospital, Inc.,
its member

BY: _____
Catherine A. Jacobsen, President and CEO of Froedtert
Health, Inc., sole member of Froedtert Memorial
Lutheran Hospital, Inc.

By: The Medical College of Wisconsin, Inc.,
its member

BY:  _____
Name: John R. Raymond, Sr., M.D.
Title: President & CEO

By: Children's Hospital of Wisconsin, Inc.,
its member

BY: _____
Name: Peggy Troy
Title: President and CEO of Children's Hospital and
Health System, Inc.,
the sole voting member of Children's Hospital of
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[Signature Page to Side Letter Agreement – Community Benefits – Land Bank]

MRMC LAND BANK, LLC

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its member

BY: _____
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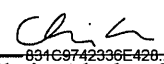
BY: _____
Name: John R. Raymond, Sr., M.D.
Title: President & CEO

By: Children's Hospital of Wisconsin, Inc.,
its member

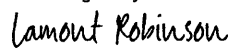
BY: Peggy Troy
Name: Peggy Troy
Title: President and CEO of Children's Hospital and
Health System, Inc.,
the sole voting member of Children's Hospital of
Wisconsin, Inc.

IN WITNESS WHEREOF, Milwaukee County, has caused this Letter Agreement to be duly executed in its name and on its behalf as of _____, 2020.

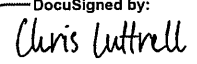
Milwaukee County, Wisconsin

DocuSigned by:
By:  _____
Chris Abele, County Executive

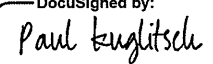
Approved with regards to County Ordinance Chapter 42:

DocuSigned by:
By:  _____ Date: 4/10/2020
Community Business Development Partners

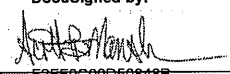
Reviewed by:

DocuSigned by:
By:  _____ Date: 4/10/2020
Risk Management

Approved for execution:

DocuSigned by:
By:  _____ Date: 4/10/2020
Corporation Counsel

*Approved as to funds available per
Wisconsin Statutes Section 59.255(2)(e):*

DocuSigned by:
By:  _____ Date: 4/10/2020
Comptroller

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

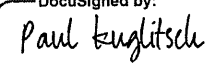
DocuSigned by:
By:  _____ Date: 4/13/2020
Corporation Counsel

EXHIBIT A

PROJECT NAME
COMMUNITY BENEFITS COMPLIANCE PLAN
Project: ADDRESS
Developer: NAME.

OVERVIEW

NAME ("DEVELOPER") proposes to utilize this Community Benefits Compliance Plan with Milwaukee County to fulfill its obligations under the Development Agreement to provide perceptible community benefits for the taxpayers of Milwaukee County. It is the intent of DEVELOPER to successfully establish relationships with certified Targeted Business Enterprise ("TBE") construction contractors and professional service providers to participate on contracts awarded for the completion of this Project. It is also the intent of DEVELOPER to provide employment opportunities for Milwaukee County residents. Thus, in an effort to provide such benefits, and to remain in compliance with the Development Agreement, DEVELOPER has set the following goals with respect to employing TBEs and members of the local workforce (residents):

TBE PARTICIPATION GOALS:

Hard Construction Project Costs: **25%**

Professional Services Project Costs: **17%**

RESIDENTIAL HIRING GOALS:

Project Construction Labor Costs (Hours) by Milwaukee County Residents: **25%**

SECTION ONE: TBE PARTICIPATION

General Information

The County's Community Business Development Partners (CBDP) department ensures compliance with Chapter 42 of the Milwaukee County Ordinances, which requires good faith efforts (GFE) to achieve participation of certified Targeted Business Enterprise (TBE) firms. CBDP knows the TBE market, handles the certification of firms, can assist in the portioning out of contracts to increase TBE participation and be instrumental in the facilitation of contractor/TBE relationships.

CBDP reserves the right to adjust more or less participation to TBE categories, as it deems necessary to meet program requirements, based upon knowledge of the available TBE firms to perform on specific project work.

Commitment

In construction of the Project and performance of its duties and obligations hereunder, the Developer shall not discriminate against any employee or applicant for employment race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking which shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships. The Developer will post in conspicuous places, accessible to employees, notices setting forth the provisions of the foregoing nondiscriminatory clause. The Developer will strive to implement the principles of equal employment opportunities through an effective affirmative action program, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups in the Developer's employment at the Project for so long as it is located there, and in construction of the Project. The Developer will include this requirement in any and all contracts and subcontracts entered into under this Compliance Plan. Prime contractors further agree to take affirmative action to ensure that TBE Firms have the maximum opportunity to compete for and substantively perform on the Project. Accordingly, each prime contractor shall commit to achieve the participation requirements established above.

All construction bidders further commit that they will not require TBE firms to engage in exclusive relationships with them (other than joint venture relationships approved by Milwaukee County) as a condition to their participation in the construction services being bid. Bidders who engage in such restraint of trade or attempts to monopolize utilization of TBE firms may have their bids rejected.

Certification

In reviewing the initial participation plan, firms must be certified prior to award. No TBE credit can be given for expenditures with a non-certified firm.

A TBE firm must be certified by one of the members of the Unified Certification Program Partners ("UCP"): the Wisconsin Department of Transportation, City of Madison, Dane County and Milwaukee County. The UCP applies only to TBE certification granted under federal USDOT regulation (49 CFR Part 26). Firms that do not have current certification can find instructions and the necessary application forms at the following site:
<http://www.county.milwaukee.gov/CertificationService12282.htm>

All TBE firms participating in the development must maintain TBE certification during the entire term of their contract. CBDDP will work with firms to assist in obtaining or updating TBE certification. If documented efforts to have uncertified firms receive certification through the UCP are unsuccessful, DEVELOPER may still receive participation credit, at the discretion of CBDDP, if the firm is certified under one of the following reputable programs: City of Milwaukee SBE, MMSD SWMBE, or State of Wisconsin Supplier Diversity Program (State of Wisconsin DOA). The CBDDP office should be contacted directly at 414-278-4747 with specific questions and concerns.

Participation Calculation

The TBE participation credited towards the contract goals for both TBE and non-TBE prime contractors is calculated on the following criteria:

1. One hundred percent (100%) participation credit will be allowed for all work self-performed where the **prime contractor is a TBE firm**. TBE firms at the first tier are encouraged to subcontract with other TBE firms.
2. One hundred percent (100%) participation credit will be granted for all contracts and purchase orders awarded to TBE firms if the identified scope of work has a **commercially useful function** in the actual work of the contract and is performed directly by the TBE firm with its own workforce. CBDP shall determine and evaluate whether or not the firm is performing a commercially useful function on the project.
 - a. To determine whether a firm is performing a commercially useful function, CBDP may evaluate the amount of work subcontracted, reasonable and customary industry practices, and other relevant factors. The participation credit allowed shall be based upon an analysis by CBDP of the specific duties that will be performed by the TBE firm(s). Each TBE firm shall be expected to actually manage and supervise the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment and shall perform that portion of the actual work which is reasonable and customary within their industry.
 - b. CBDP reserves the right to deny or limit participation credit to the contractor where any TBE firm is found to be engaged in subcontracting without prior approval of CBDP. TBE firms must be independent businesses.
3. One hundred percent (100%) participation credit granted for contracts held with **lower tier TBE subcontractors** performing work with its own workforce.
4. One hundred percent (100%) participation credit will be granted for contracts held with **lower tier TBE subcontractors who subcontract with other TBE firms**. If TBE further subcontracts a portion of its work to another firm, the value of the subcontracted work will be counted towards TBE goal only if the work is performed by another TBE firm.
5. One hundred percent (100%) participation credit will be granted for the **cost of all materials and supplies purchased and installed by the TBE** for the work of the project. Credit shall also be given for the cost of leasing equipment provided the TBE subcontractor does not lease the equipment from the prime contractor, construction manager or affiliates thereof.
6. One hundred percent (100%) participation credit for all purchases for materials or supplies from **TBE manufacturers or fabricators**. A TBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises goods from raw materials or substantially alters the materials or supplies obtained by the contractor.
 - a. CERTIFICATION ALONE IS NOT ACCEPTABLE. Contractors should submit a copy of the official and legal wholesale distributor agreement(s) between the supplier and the manufacturer for all brands to be supplied by the wholesaler. If

legal agreements are not provided, products supplied by the wholesaler may not be counted for participation credit, or at best, credit towards participation will be limited to the amount of profit actually realized by the supplier.

7. Sixty percent (60%) participation credit will be granted on expenditures for materials or supplies purchased from a TBE "Regular Dealer." A **Regular Dealer** is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies are kept in stock, and regularly sold to the public in the usual course of business. A Regular Dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns and operates distribution equipment.
 - a. Brokers, packagers and manufacturers' representatives or other persons who arrange or expedite transactions are **not** regarded as Regular Dealers. TBE firms may be utilized to assist in the procurement of materials and supplies, but credit will be allowed only from the amount of fees or commissions realized by the TBE firm and not the full price of the merchandise provided under any circumstance.
8. One hundred percent (100%) participation credit will be granted for the **fees or transportation charges** for the delivery of materials or supplies by a TBE to a job site, provided the Developer determines that the fee is reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the material and supplies transported under this provision will not be considered towards TBE participation unless the materials or supplies are from TBE manufacturers as covered elsewhere in this document.
9. One hundred percent (100%) participation credit will be granted for **transportation expenditures with TBE trucking firms** provided the TBE firm is responsible for the management and supervision of the entire trucking operation for which it has contracted. The TBE must also use trucks it owns, insures, and operates using drivers it employs. The DBE may lease trucks from another TBE firm, including an owner-operator who is certified as a TBE. The TBE who leases trucks from another TBE receives credit for the total value of the transportation services the lessee TBE provides on the contract. The TBE may also lease trucks from a non-TBE firm, including an owner-operator. However, the TBE who leases trucks from a non-TBE firm is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The TBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a TBE. (Concrete ready-mix operators may not get credit for leased concrete delivery trucks from non-TBE firms).
10. TBE participation credit will be affected proportionately by **approved change orders**. On change orders, Contractor shall be expected to achieve the level of participation for the change order segment of work in the contract documents, i.e., if a scope of work is contracted at 25% TBE, then change orders for that scope of work should also have at least the 25% TBE participation. This applies equally to construction costs and professional services costs.
11. Prorated participation credit will be granted for contracts where the Contractor is a legal joint venture. Credit for participation of TBE firms as joint venture partners shall be based upon an analysis of the duties, responsibilities and risks undertaken by the TBE firms as specified by the joint venture's executed joint venture agreement, as approved by CBDP prior to the bid due date. CBDP reserves the right to deny or limit BE participation credit to the contractor where any TBE joint venture partner is found to

have duties, responsibilities, risks or loss and management control over the joint venture that are not commensurate with or in proportion to its joint venture ownership percentage.

CBDP may request, and a proposer or prime contractor shall promptly furnish, additional information to assist in the making of participation credit determinations, including, without limitation: (1) specific information concerning any supplier's broker fees, mark-up, and/or commissions; (2) intended suppliers or other sources of labor, equipment, materials and/or services; (3) specific financial or other risks to be assumed by the TBE firm; and (4) identification of employees and supervisory personnel assigned to perform the project.

Reporting Forms

Throughout the excavation and construction period, DEVELOPER will issue several bid packages. The individual monitoring TBE participation shall inform CBDP and DAS-Economic Development of the bid release date, date of pre-bid meeting(s) and provide copies of the bid documents/specifications. This will allow CBDP to promote the event/opportunity with certified firms, and to attend the meeting to answer questions, if any. Prior to beginning the work specified in said bid documents, DEVELOPER shall submit to CBDP, with copies to DAS-Economic Development, forms TBE-14 (Commitment to Contract with TBE Firms) and TBE-02 (Subcontractor/Subconsultant/Supplier Information). Listing a TBE on these forms shall constitute a written representation and commitment that the prime contractor has communicated and negotiated directly with the TBE firm(s) listed and intends to utilize them. The prime contractor will be required to enter into subcontract agreements or execute purchase orders with the TBE firm(s) for the work and price set forth on the commitment form. Copies of agreements and/or purchase orders with all TBE firms shall be submitted to CBDP and DAS-Economic Development at least seven (7) days prior to the TBE firm beginning work on the project.

DEVELOPER must also maintain TBE participation and performance logs, which will be reported to the CBDP and DAS-Economic Development on a monthly basis using B2Gnow. If a TBE firm listed on TBE-14 cannot perform, or the DEVELOPER or prime contractor has a problem meeting the TBE goal, or any problem relative to this Compliance Plan's requirements, DEVELOPER shall immediately contact CBDP at 414-278-4747, or via email at rick.norris@milwaukeecountywi.gov. No TBE subcontractor shall be replaced without written approval from CBDP. Requests for substitution must be made in writing and include the reason for the request.

Project subcontractors under a prime contractor (whether TBE or non-TBE) must be paid, upon satisfactory performance of its subcontract, no later than seven (7) calendar days from the receipt of each payment the prime contractor receives. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written notice to CBDP. If CBDP determines there is no good cause for delaying or withholding payment, the prime contractor must pay the subcontractor within five (5) calendar days of such written decision from CBDP. All prime contractors are required to ensure that all subcontractors will include this prompt payment provision in all subcontracts at all level or tiers of subcontracting.

The County reserves the right to require DEVELOPER to utilize B2Gnow, or other internet-based system for reporting purposes.

Compliance Review and Sanctions

DEVELOPER shall be subject to periodic compliance review by CBDP and DAS-Economic Development. In situations of noncompliance, the County may retain all or a portion of DEVELOPER'S compliance deposit, and/or prohibit the DEVELOPER from participating in future Milwaukee County contracting opportunities for a period of up to three (3) years. In the event DEVELOPER consistently submits late or incomplete reports, it shall be in the discretion of the County whether to seek remediation via withholding a portion of the performance deposit.

SECTION TWO: RESIDENTIAL HIRING

General Information

DAS-Economic Development administers the local workforce (residential) hiring provision of the Development Agreement, which requires good faith efforts on behalf of DEVELOPERS to hire Milwaukee County residents at levels consistent with their stated goal.

Reporting Forms

DEVELOPER shall submit to DAS-Economic Development a Certificate of Good Faith Efforts – Workforce Hiring (ECD-01) at any time DEVELOPER anticipates it may not reach its residential hiring goal.

Further, DEVELOPER shall use LCPTTracker to submit weekly payroll reports of its contractors and subcontractors to the County. In addition to these payroll reports, DEVELOPER shall be required to submit affidavits from its employees affirming their resident status, with included proof of residency.

Good Faith Efforts

DEVELOPER has pledged to undertake the following activities, all of which shall be recorded on form ECD-01 if DEVELOPER anticipates that it will not achieve its participation goal. Unless otherwise approved by DAS-Economic Development in writing, DEVELOPER shall complete the following:

- Advertise in notices that Developer is looking for County resident participation
- Sit down with unions to discuss what tools they can utilize to help find local workers
- Connect with local organizations such as Employ Milwaukee, Esperanza Unida, Milwaukee Urban League and W RTP/Big Step to assist in locating resident workers

Failure to Comply

DEVELOPER shall be subject to periodic compliance review by DAS-Economic Development. In situations of noncompliance, the County may retain all or a portion of DEVELOPER'S compliance deposit, and/or prohibit the DEVELOPER from participating in future Milwaukee County contracting opportunities for a period of up to three (3) years. In the event DEVELOPER consistently submits late or incomplete reports, it shall be in the discretion of the County whether to seek immediate remediation via withholding a portion of the performance deposit.

SECTION FIVE: REPORTING SCHEDULE

All reports referenced in this Community Benefits Compliance Plan are attached hereto. Their submittal should be consistent with the following schedule. Should DEVELOPER desire to utilize different reports, written consent from DAS-Economic Development and CBDP is required.

The following reports required at any time DEVELOPER anticipates it will not meet a stated goal:

- ECD-01: Certificate of Good Faith Efforts – Workforce Hiring

The following reports are due 7 DAYS PRIOR TO BEGINNING WORK on the contract:

- TBE-14: Commitment to Utilize TBE
- TBE-02: Bidder Information
- Copies of agreements and/or purchase orders with all TBE firms listed in TBE-14

The following reports are due on a MONTHLY BASIS and shall be submitted within 7 days of the end of a month:

- TBE Utilization entered into B2Gnow
- Weekly payroll reports entered into LCPTTracker

The following reports are due on a VARIABLE BASIS, as laid out below:

- Employee affidavits and proof of residency due when the employee commences work on the project

All reports shall be submitted to:

Community Business Development Partners
Milwaukee County Dept. of Admin. Services

633 W. Wisconsin Avenue, Suite 902
Milwaukee, WI 53203

With a copy to:

DAS-Economic Development

Milwaukee County Dept. of Admin. Services
633 W. Wisconsin Avenue, Suite 903
Milwaukee, WI 53203