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<https://www.youtube.com/c/CityofFranklinWIGov>

CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*  
MONDAY APRIL 3, 2023 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
  - 1. Citizen Comment Period.
  - 2. A Proclamation in Recognition of and in Gratitude for the Public Service of Alderwoman Shari C. Hanneman.
  - 3. A Proclamation in Recognition of and in Gratitude for the Public Service of Alderwoman Kristen M. Wilhelm.
- C. Approval of Minutes: Regular Common Council Meeting of March 21, 2023.
- D. Hearings.
- E. Organizational.
- F. Letters and Petitions.
- G. Reports and Recommendations:
  - 1. An Ordinance to Amend the Unified Development Ordinance Text in Section 15-9.0401 Administrative Fees A. Fee Schedule to Adjust the Application Fees to Today’s Prices with the Consumer Price Index (CPI) of the U.S. Bureau of Labor Statistics (City of Franklin, Applicant).
  - 2. A Resolution Conditionally Approving a Land Combination for TKNS. 899-9990-067 and 899-9990-065 (5601 West Ryan Road/9600 South 58th Street and West Airways Avenue) (Krones, Inc., Applicant).
  - 3. Authorize a Consulting Services Agreement with Wrayburn Consulting, LLC for General Planning Services.
  - 4. Request for Approval of a Revised Job Description for the Position of Community Service Officer in the Police Department.
  - 5. Request for Approval of a Revised Job Description for the Position of Emergency Services Dispatcher/Clerk.
  - 6. Required Changes to the City of Franklin Employee Health Insurance Plan Due to the End of the Public Health Emergency Caused by COVID-19.
  - 7. A Resolution to Award The 2023 Local Street Improvement Program Contract, Including the Library Parking Lot, to Payne & Dolan, Inc., in the Amount of \$1,517,040.58.

Common Council Meeting Agenda

April 3, 2023

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8. Vacate a Service Road from S. 60th Street to S. 58th Street Located on the South Side of W. Ryan Road Between S. 60th Street and S. 58th Street (Part of the NW ¼ of Section 26, Township 5, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin).
9. An Ordinance to Amend the Municipal Code, §92-2 Adoption of Standards; Administration and Enforcement, of Chapter 92 Building Construction.
10. A Resolution Terminating Tax Incremental Finance District #4 (Ascension Hospital).
11. A Resolution Approving the Third Amendment to Site Agreement Between the City of Franklin and American Towers, LLC for a Portion of the Property Located at 5550 W. Airways Avenue.
12. Wisconsin State-Local Government Memorandum of Understanding for the Allocation of Opioid Settlement Proceeds and Addendum to Wisconsin Local Government Memorandum of Understanding.
13. Common Council Consideration of Code of Conduct Complaint. The Common Council may enter closed session 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 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 April 3, 2023.

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

J. Adjournment.

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

[Note Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services For additional information, contact the City Clerk's office at (414) 425-7500 ]

REMINDERS:

April 4	2023 Spring Election	7:00 a.m.-8:00 p.m.
April 6	Plan Commission	7:00 p.m.
April 18	Common Council Meeting	6:30 p.m.
April 20	Plan Commission	7:00 p.m.

# City of Franklin Proclamation

B.2.

A PROCLAMATION IN RECOGNITION OF AND IN GRATITUDE FOR THE PUBLIC SERVICE  
OF ALDERWOMAN SHARI C. HANNEMAN

WHEREAS, Shari C. Hanneman entered Aldermanic Office upon April 21, 2020 following her election by the People of District 4; and

WHEREAS, during her tenure, Alderwoman Hanneman served on the License Committee, the Finance Committee, the Civic Celebrations Commission, the Parks Commission and the Plan Commission; and

WHEREAS, Alderwoman Hanneman was Elected to the Office of Common Council President on September 21, 2021; and

WHEREAS, prior to her service as an Alderwoman, she had provided substantial service and time to the City of Franklin, including while working on a task force for the years leading up to the adoption by the Common Council in 2006 of the within hours of the first in Wisconsin local government ordinance providing for residency restrictions for convicted sex offenders and child safety zones and public gatherings regulations in relation thereto aimed at protecting the health and safety of children and the public in Franklin; and

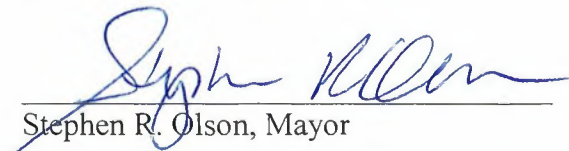
WHEREAS, as she has decided at this time to not run for re-election, the elected term of Office of Alderwoman Shari C. Hanneman will expire at midnight on the morning of the third Tuesday of April, 2023; and

WHEREAS, Alderwoman Hanneman's service has always been based upon her interest in serving the public and making the World a better place.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Stephen R. Olson, Mayor of the City of Franklin, Wisconsin, on behalf of all of the Citizens of Franklin, the staff of City government, and all of those public officials and staff who know you and worked with you, and all of the People that you have served, Good Luck and Godspeed, Shari.

Presented to the City of Franklin Common Council this 3rd Day of April, 2023.



  
Stephen R. Olson, Mayor

# City of Franklin Proclamation

B.3.

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## A PROCLAMATION IN RECOGNITION OF AND IN GRATITUDE FOR THE PUBLIC SERVICE OF ALDERWOMAN KRISTEN M. WILHELM

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WHEREAS, Kristen M. Wilhelm entered Aldermanic Office upon April 15, 2008 following her election by the People of District 3; and

WHEREAS, Alderwoman Wilhelm has been re-elected for all of the terms of Office since then through current; and

WHEREAS, during her tenure, Alderwoman Wilhelm served on the Environmental Commission, the Board of Health, the Quarry Monitoring Committee, the Complete Streets & Connectivity Committee, the License Committee, the Finance Committee, the Economic Development Commission, the Parks Commission and the Library Board; and

WHEREAS, prior to her service as an Alderwoman, she had provided substantial service and time to the City of Franklin, including while working with subcommittees and participating at Plan Commission and Common Council meetings back at the start of this century, resulting in substantial provisions being added to the City of Franklin Unified Development Ordinance, primarily set forth in Part 4 Natural Resource Protection, which persons in the occupation of natural resources regulation within the State of Wisconsin have stated through the years that the City of Franklin natural resources regulations are the most protective regulation thereof Statewide; and

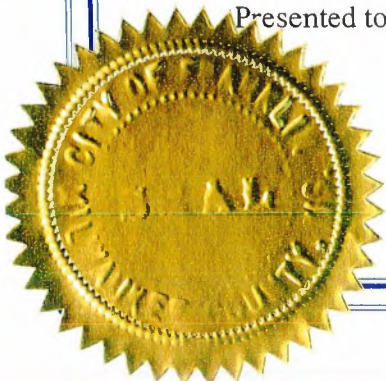
WHEREAS, as she has decided at this time to not run for re-election, the elected term of Office of Alderwoman Kristen M. Wilhelm will expire at midnight on the morning of the third Tuesday of April, 2023; and

WHEREAS, Alderwoman Wilhelm's service has always been based upon her interest in serving the public and furthering the interests of those for whom she worked and protecting and improving the natural resources upon Earth within the City of Franklin realm and beyond.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Stephen R. Olson, Mayor of the City of Franklin, Wisconsin, on behalf of all of the Citizens of Franklin, the staff of City government, and all of those public officials and staff who know you and worked with you, and all of the People that you have served, Good Luck and Godspeed, Kristen.

Presented to the City of Franklin Common Council this 3rd Day of April, 2023.

  
Stephen R. Olson, Mayor





CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
MARCH 21, 2023  
MINUTES

ROLL CALL

A. The regular meeting of the Franklin Common Council was held on March 21, 2023, and was called to order at 6:30 p.m. by Mayor Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderman Ed Holpfer, Alderwoman Michelle Eichmann, Alderwoman Hanneman, Alderman Barber, and Alderman John R. Nelson. Also in attendance were City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski, and City Clerk Karen Kastenson. Alderwoman Kristen Wilhelm was not present.

CITIZEN COMMENT

B.1. Citizen comment period was opened at 6:31 p.m. and was closed at 6:38 p.m.

MAYORAL  
ANNOUNCEMENTS

B.2. Mayor Olson presented a Proclamation to Designate May 6, 2023, as Arbor Day in the City of Franklin.

MINUTES  
MARCH 7, 2023

C. Alderman Barber moved to approve the minutes of the regular Common Council meeting of March 7, 2023 as presented. Seconded by Alderman Holpfer. All voted Aye; motion carried.

RES. 2023-7958  
APPROVE CSM,  
REDIVISION OF ALL OF  
LOT 1 OF CSM NO. 8120,  
JILLY'S, LLC,  
APPLICANT AT 5450 W.  
RAWSON AVE.

G.1. Alderwoman Hanneman moved to adopt Resolution No. 2023-7958, A RESOLUTION CONDITIONALLY APPROVING A 3 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8120, LOCATED IN THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (JONATHAN J. ZIMMERMAN, PRESIDENT, JILLY'S LLC, APPLICANT) (AT 5450 WEST RAWSON AVENUE). Seconded by Alderman Nelson. All voted Aye; motion carried.

RES. 2023-7959  
SPECIAL USE FOR  
OFFICE AND CAR  
WASH FACILITY  
(JILLY'S, LLC,  
APPLICANT)

G.2. Alderman Barber moved to adopt Resolution No. 2023-7959, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR THE DEVELOPMENT OF A SINGLE-STORY BUILDING HOUSING OFFICES AND A CAR WASH FACILITY (JILLY'S CAR WASH), WITH ADJACENT PARKING FOR VACUUM STALLS AS WELL AS GENERAL PARKING, THREE SEPARATE PAY STATIONS, LANDSCAPING AND LIGHTING UPON PROPERTY LOCATED AT 5450 WEST RAWSON AVENUE (BY JONATHAN J. ZIMMERMAN, PRESIDENT, JILLY'S, LLC, APPLICANT, DEVO

PROPERTIES/RAWSON LLC, PROPERTY OWNER). Seconded by Alderman Nelson. All voted Aye; motion carried.

- RES. 2023-7960  
RENAME LIONS  
LEGEND II PARK
- G.3. Alderwoman Eichmann moved to adopt Resolution No. 2023-7960, A RESOLUTION TO RENAME LIONS LEGEND II PARK (8717 W. DREXEL AVENUE) AS VERNON BARG PARK. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.
- RES. 2023-7961  
AWARD EXTERIOR  
PAINTING OF  
HISTORICAL TOWN  
HALL TO CULVER'S  
PAINTING, LLC –  
\$10,980
- G.4. Alderman Barber moved to adopt Resolution No. 2023-7961, A RESOLUTION TO AWARD PAINTING EXTERIOR OF FRANKLIN HISTORICAL SOCIETY'S FRANKLIN TOWN HALL (8040 S. LEGEND DRIVE) TO CULVER'S PAINTING, LLC FOR \$10,980. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2023-7962  
AGREEMENT WITH  
MILWAUKEE CO. FOR  
INCLUSION OF CITY  
INFRASTRUCTURE IN  
THE W. FOREST HOME  
AVE. PROJECT
- G.5. Alderman Barber moved to adopt Resolution No. 2023-7962, A RESOLUTION TO ENTER INTO AN AGREEMENT WITH MILWAUKEE COUNTY FOR INCLUSION OF CITY INFRASTRUCTURE IN THE W. FOREST HOME AVENUE (CTH 00) PROJECT FROM HI VIEW DRIVE TO W. SPEEDWAY DRIVE with funds coming from the fund balance. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- RES. 2023-7963  
AGREEMENTS WITH  
MILWAUKEE CO. FOR  
EMERGENCY VEHICLE  
PRE-EMPTION AND  
LIGHTING EQUIPMENT
- G.6. Alderman Barber moved to adopt Resolutions No. 2023-7963, A RESOLUTION TO ENTER INTO AN AGREEMENT WITH MILWAUKEE COUNTY FOR EMERGENCY VEHICLE PRE-EMPTION AND LIGHTING EQUIPMENT AT W. FOREST HOME AVENUE (CTH 00) INTERSECTION WITH W. ST. MARTINS ROAD AND A SUPPLEMENTAL AGREEMENT TO ADD LIGHTING EQUIPMENT TO EXISTING EMERGENCY VEHICLE PRE-EMPTION EQUIPMENT AT W. FOREST HOME AVENUE (CTH 00) INTERSECTION WITH W. RAWSON AVENUE (CTH BB). Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- HEALTH DEPARTMENT  
2023 COMMUNITY  
DEVELOPMENT BLOCK  
GRANT
- G.7. Alderman Barber moved to authorize the Mayor, Clerk and Acting Finance Officer to sign the 2023 Community Development Block Grant Health Education Program Project Agreement after review from the City Attorney, as well as authorization for the Director of Health and Human Services to complete the approved grant activities. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- DPW PURCHASE OF  
HIGH-VOLUME DIESEL  
FUEL PUMP
- G.8. Alderwoman Eichmann moved to approve the Department of Public Works to Purchase a Replacement High-Volume Diesel Fuel Pump. Seconded by Alderman Holpfer. All voted Aye; motion carried.

- RES. 2023-7964  
DEVELOPMENT  
AGREEMENT FOR  
PUBLIC  
INFRASTRUCTURE  
IMPROVEMENTS WITH  
SAPUTO CHEESE USA,  
INC.
- G.9. Alderman Hanneman moved to adopt Resolutions No. 2023-7964, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS WITH SAPUTO CHEESE USA, INC., LOCATED AT 2895 W. OAKWOOD ROAD, TKN 951-9994-003. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- SEWER/WATER  
UTILITIES PURCHASE  
OF FORD F-350  
SUPERCAB PICK UP  
TRUCK
- G.10. Alderman Nelson moved to authorize Sewer/Water Utilities to Purchase a Ford F-350 Supercab pick up truck from Hiller Ford Automotive Group for \$60,605.16. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- MINIMUM  
ASSESSMENT VALUE  
GUARANTEE  
AGREEMENT WITH  
NORTHWESTERN  
MUTUAL FOR  
FRANKLIN CAMPUS
- G.11. Alderman Holpfer moved to authorize the submission of a minimum assessment value guarantee agreement with Northwestern Mutual for their Franklin Campus with correction to section 8.9 with regard to the property owner's name changed to NM, Northwestern Mutual, and also with the legal description to be added. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- AMENDMENT TO  
CONSULTING  
SERVICES AGREEMENT  
WITH SB FRIEDMAN
- G.12. Alderwoman Hanneman moved to authorize an amendment to the consulting services agreement with SB Friedman for financial analysis services for existing and future TID agreements in the amount of \$35,000. Seconded by Alderman Holpfer. All voted Aye; motion carried.
- ORD. 2023-2535  
AMEND ORD. 2022-2528  
2023 ANNUAL BUDGET  
FOR FUND BALANCE  
FOR 2023 EQUIPMENT  
REPLACEMENT FUND
- G.13. Alderman Barber moved to adopt Ordinance No. 2023-2535, AN ORDINANCE TO AMEND ORDINANCE 2022-2528, AN ORDINANCE ADOPTING THE 2023 ANNUAL BUDGET FOR THE FUND BALANCE TO PROVIDE \$2,348.00 TO THE 2023 EQUIPMENT REPLACEMENT FUND FOR THE PURCHASE OF A VEHICLE IN THE ENGINEERING DEPARTMENT. Seconded by Alderwoman Eichmann. On a roll call, all voted Aye. Motion carried.
- RES. 2023-7965  
ACCESS EASEMENT &  
UTILITY EASEMENT  
FOR EVERSTREAM GLC  
HOLDING COMPANY  
LLC AT 5600 W.  
AIRWAYS AVE.
- G.14. Alderwoman Hanneman moved to adopt Resolution No. 2023-7965, A RESOLUTION TO GRANT A 12-FOOT WIDE ACCESS EASEMENT AND AN 8-FOOT WIDE UTILITY EASEMENT FOR EVERSTREAM GLC HOLDING COMPANY LLC AT 5600 W. AIRWAYS AVENUE, TKN 899-9990-068. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

- STATE CONTRACT FOR PURCHASE OF 2,500 TONS OF SALT AND AN ADDITIONAL 500 TONS IN RESERVE
- G.15. Alderman Holpfer moved to approve to participate in the State Contract for the purchase of 2,500 tons of salt and an additional 500 tons in reserve. Seconded by Alderman Barber. All voted Aye; motion carried.
- QUARLES & BRADY LLP REQUEST FOR INFORMED CONSENT WAIVER WITH REGARD TO REPRESENTATION OF WASTE MANAGEMENT
- G.16. Alderman Barber moved to approve Quarles & Brady LLP request for potential conflict of interest informed consent waiver with regard to its representation of the City and requested representation of Waste Management upon an unrelated to City representation services matter. Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- LICENSES AND PERMITS
- H. Alderwoman Eichmann moved to approve the following licenses:
- Grant 2022-2023 Operator License to: Melody Eberhardt & Ericka Meeks;  
Grant 2023-2024 Operator License Renewal to: Jeffrey Dejna & Dennis Fons;  
Grant Extraordinary Entertainment & Special Event to Rock Sports Complex-Fireworks Displays, Milkmen Games-2023 Season, Paul Cimoch, 7011 S Ballpark Dr, 5/26, 6/9, 6/23, 6/30, 7/18, 7/21, 8/4, 8/18, 9/1/2023;  
Grant "Class B" Beer & Liquor Change of Agent to Tuckaway Country Club, Joel Voisin, 6901 W Drexel Ave; and  
Grant Temporary Entertainment & Amusement to Franklin Health Dept-Wellness Day-Spring Sprint, Ellen Henry, 5/20/2023.
- Seconded by Alderwoman Hanneman. All voted Aye; motion carried.
- VOUCHERS AND PAYROLL
- I. Alderman Holpfer moved to approve City vouchers with an ending date of March 16, 2023, in the amount of \$ 1,055,344.89 and payroll dated March 10, 2023 in the amount of \$461,875.61 and payments of the various payroll deductions in the amount of \$ 241,572.52, plus City matching payments and estimated payroll dated March 24, 2023 in the amount of \$ 435,000 and payments of the various payroll deductions in the amount of \$ 485,000, plus City matching payments. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.
- A brief recess was taken at 6:55 p.m. We resumed in open session at 7:00 p.m.
- CLOSED SESSION CODE OF CONDUCT
- G.17. Alderman Holpfer moved to enter closed session at 7:02 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 to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

The Mayor vacated his seat at 7:35 pm.

After returning to open session, Alderman Barber moved that the Common Council finds no violation of the Code of Conduct and accepts the findings of Hon. Ret. Judge Riley and dismisses the complaint. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

ADJOURNMENT

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

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;">✍</p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>04/03/23</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT IN SECTION 15-9.0401 ADMINISTRATIVE FEES A. FEE SCHEDULE TO ADJUST THE APPLICATION FEES TO TODAY'S PRICES WITH THE CONSUMER PRICE INDEX (CPI) OF THE U.S. BUREAU OF LABOR STATISTICS</b></p> <p style="text-align: center;"><b>(CITY OF FRANKLIN, APPLICANT)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.1</p>

City Development staff is proposing to update the fee schedule for zoning and land division procedures of the Unified Development Ordinance (UDO) Section 15-9.0401. The intent is to adjust the application fees to today's prices with the Consumer Price Index (CPI) of the U.S. Bureau of Labor Statistics. The last update to the fee schedule was in 2004, the average increase from January 2004 to November 2022 is approximately 1.6 times using the CPI Inflation Calculator available at the website of the U.S. Bureau of Labor Statistics, for example, a fee of \$100 in 2004 is equivalent to \$160 in 2022.

Draft ordinance attached, see the proposed filing fees in the 2023 column.

At its March 23, regular meeting, the Plan Commission recommended approval of this ordinance, with the addition of a section that requires staff to annually adjust the Fee Schedule according the Consumer Price Index (CPI), subject to Common Council approval (see Section 2 in draft ordinance dated 03-24-2023). The vote was (4-0-2), 4 'ayes', no 'noes', and 2 absences.

**COUNCIL ACTION REQUESTED**

A motion to adopt Ordinance 2023-\_\_\_\_\_, to amend the Unified Development Ordinance text in Section 15-9.0401 administrative fees a. Fee Schedule to adjust the application fees to today's prices with the Consumer Price Index (CPI) of the U.S. Bureau of Labor Statistics.

ORDINANCE NO. 2023-\_\_\_\_\_

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT IN SECTION 15-9.0401 ADMINISTRATIVE FEES A. FEE SCHEDULE TO ADJUST THE APPLICATION FEES TO TODAY’S PRICES WITH THE CONSUMER PRICE INDEX (CPI) OF THE U.S. BUREAU OF LABOR STATISTICS (CITY OF FRANKLIN, APPLICANT)

WHEREAS, Section 15-9.0401 of the Unified Development Ordinance sets forth the Zoning and Land Division administrative fee schedule; and

WHEREAS, the City of Franklin having applied for text amendments to Section 15-9.0401 Administrative Fees A. Fee Schedule, to adjust the application fees to today’s prices with the Consumer Price Index (CPI) of the U.S. Bureau of Labor Statistics; and

WHEREAS, the Plan Commission having reviewed the proposed amendments to adjust the application fees to today’s prices with the Consumer Price Index (CPI) of the U.S. Bureau of Labor Statistics, and having held a public hearing on the proposal on the 23rd day of March, 2023 and thereafter having recommended approval of such amendments; and

WHEREAS, the Common Council having accepted the recommendation of the Plan Commission and having determined that the proposed amendments are consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

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

SECTION 1: SECTION 15-9.0401 Administrative Fees A. Fee Schedule of the Unified Development Ordinance of the Municipal Code of the City of Franklin, Wisconsin, as amended hereunder, is as follows:

A. Fee Schedule

	2004	Proposed 2023
Zoning and Land Division Administrative Fee Schedule		
Rezoning	\$1,250	\$2,000
Rezoning (1 Parcel Res.)	\$350	\$550
Text Amendments	\$200	\$350
Site Plan Review (Tier 1)	\$2,000	\$3,200

Site Plan Review (Tier 2; Lot size ≤1 acre)	\$1,000	\$1,600
Site Plan Review (Tier 3 - ≤10% incr. or decr. In total floor area of all structures with no change to parking; or change to parking only;)	\$500	\$800
Conceptual Review	\$250	\$400
Variance Requests/Appeals	\$250	\$400
Special Exception (Bulk and Area)	\$300	\$500
Special Exception (Natural Resource)	\$500	\$800
Special Use Permit	\$1,500	\$2,500
Special Use Under 4,000 square feet	\$750	\$1,200
Amendment	\$1,000	\$1,600
SU Renewal (Annual)	\$300	\$500
Multi-year Renewal	\$1,000	\$1,600
PDD	\$6,000	\$9,500
PDD Amendment (Major = change in boundary, road network or use)	\$3,500	\$5,500
PDD Amendment (Minor site plan or building changes/no public hearing)	\$500	\$800
Certified Survey Map	\$1,500	\$2,500
Subdivision Preliminary Plat	\$5,000	\$8,000
Subdivision Final Plat	\$1,000	\$1,600
Plat Affidavit of Correction	\$125	\$200
Land Combination Permit	\$400	\$650
Building Move Request	\$200	\$350
Right-of-Way Vacation	\$300	\$500
Home Occupation	\$50	\$80
Zoning Compliance	\$100	\$160
Zoning letter	\$75	\$120
Miscellaneous	\$125	\$200

SECTION 2: City Development staff shall annually adjust this Fee Schedule in accordance with the Consumer Price Index (CPI), and submit same to the Common Council for review and potential approval thereof.

SECTION 3: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_





**CITY OF FRANKLIN**  
**REPORT TO THE PLAN COMMISSION**

Item C.1.

**Meeting of March 23, 2023**

**Unified Development Ordinance Text Amendment**

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**RECOMMENDATION:** City Development Staff recommends approval of the attached ordinance to amend Section 15-9.0401 of the UDO to update the fee schedule for zoning and land division procedures to today’s prices.

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**Project Name:** Update to the fee schedule for zoning and land division procedures, UDO Section 15-9.0401

**Project Address:** City-wide

**Applicant:** City Development staff

**Action Requested:** Recommendation of approval for the proposed Unified Development Ordinance Text Amendment

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City Development staff is proposing to update the fee schedule for zoning and land division procedures of the Unified Development Ordinance (UDO) Section 15-9.0401. The intent is to adjust the application fees to today’s prices with the Consumer Price Index (CPI) of the U.S. Bureau of Labor Statistics. The last update to the fee schedule was in 2004, the average increase from January 2004 to November 2022 is approximately 1.6 times using the CPI Inflation Calculator available at the website of the U.S. Bureau of Labor Statistics, for example, a fee of \$100 in 2004 is equivalent to \$160 in 2022.

Attached is a draft version of this amendment, see the proposed filing fees in the 2023 column.

**Staff Recommendation:**

City Development Staff recommends approval of the attached ordinance to amend Section 15-9.0401 of the UDO to update the fee schedule for zoning and land division procedures to today’s prices.

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>[Handwritten mark]</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>04/03/23</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A RESOLUTION CONDITIONALLY APPROVING A LAND COMBINATION FOR TAX KEY NOS. 899-9990-067 AND 899-9990- 065</b></p> <p style="text-align: center;"><b>(5601 WEST RYAN ROAD/9600 SOUTH 58TH STREET AND WEST AIRWAYS AVENUE)</b></p> <p style="text-align: center;"><b>(KRONES, INC., APPLICANT)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G 2.</i></p>

At its March 23, regular meeting, the Plan Commission recommended approval of this resolution. The vote was (4-0-2), 4 'ayes', no 'noes', and 2 absences.

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution 2023-\_\_\_\_\_, conditionally approving a Land Combination for Tax Key nos. 899-9990-067 and 899-9990-065 (5601 West Ryan Road/9600 South 58th Street and West Airways Avenue) (Krones, Inc., applicant).

## RESOLUTION NO. 2023-\_\_\_\_\_

A RESOLUTION CONDITIONALLY APPROVING A LAND  
COMBINATION FOR TAX KEY NOS. 899-9990-067 AND 899-9990-065  
(5601 WEST RYAN ROAD/9600 SOUTH 58TH  
STREET AND WEST AIRWAYS AVENUE)  
(KRONES, INC., APPLICANT)

---

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a proposed land combination for Kronos, Inc. to combine parcel 1 located at 5601 West Ryan Road and 9600 South 58th Street, Tax Key No. 899-9990-067 (18.02 acres) with parcel 2 located at West Airways Avenue, Tax Key No. 899-9990-065 (1.06 acres), for a solar array project crossing the common lot line between these two parcels, properties more particularly described as follows:

5601 West Ryan Road/9600 South 58th Street:

Parcel 1 of Certified Survey Map No. 5511, being a redivision of Parcels 1 & 2 of Certified Survey Map No. 4916, part of the Northwest 1/4 & Southwest 1/4 of the Northwest 1/4 of Section 26, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin. Tax Key No. 899-9990-067 (18.02 acres).

West Airways Avenue:

Parcel 1 of Certified Survey Map No. 6167 located in the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin. Tax Key No. 899-9990-065 (1.06 acres); and

WHEREAS, the Plan Commission having reviewed such application and recommended approval thereof and the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed land combination is appropriate for approval pursuant to law upon certain conditions, all pursuant to §15-9.0312 of the Unified Development Ordinance, Land Combination Permits.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the proposed land combination for Kronos, Inc., as submitted by Kronos, Inc., as described above, be and the same is hereby approved, subject to the following conditions:

1. Kronos, Inc., successors and assigns shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin,

KRONES, INC. – LAND COMBINATION  
RESOLUTION NO. 2023-\_\_\_\_\_

Page 2

including fees of consults to the City of Franklin, for the Krones, Inc. land combination project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

2. The approval granted hereunder is conditional upon Krones, Inc. and the Krones, Inc. land combination project for the properties located at 5601 West Ryan Road/9600 South 58th Street and the property located at West Airways Drive: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

“Franklin CITY OF FRANKLIN “Franklin

REPORT TO THE PLAN COMMISSION

Meeting of March 23, 2023
Land Combination

RECOMMENDATION: City Development Staff recommends the Plan Commission forward this application to the Common Council for decision based on the recommended draft Resolution as attached.

Table with 2 columns: Property Owner, Applicant, Property Address/Tax Key Number, Aldermanic District, Agent, Zoning District, Use of Surrounding Properties, Application Request, Staff Planner.

APPLICANT’S REQUEST

The applicant requests approval of a land combination to combine two existing parcels into a single lot to accommodate a newly proposed solar energy system array project to be considered on a companion application for a minor site plan amendment, which will be an administrative review.

This request is in conjunction with a minor site plan review and approval process.

CHARACTER OF THE SITE AND SURROUNDING AREA

The subject property is an industrial property, housing operations for Krones, Inc. The property to the south is currently an open green space that provides stormwater facilities for the Krones operations property. The surrounding area is comprised of other industrial properties.

DESCRIPTION OF THE APPLICATION

The applicant requests approval of a land combination by means of a new boundary survey to combine the existing parcel with another parcel under common ownership. The typical fashion this process occurs is when the applicant supplies two legal descriptions of land to be combined and they are subsequently reviewed by the Plan Commission and Common Council prior to approval. The legal descriptions are supplied, in addition to a boundary survey, the means by which the applicant is choosing to pursue this process.

The proposed land combination would produce one industrial lot consistent with the requirements of the M-1 zoning. The resulting combining of the lots is 19.17 acres in size. The resulting combination



of the two separate parcels provides for an existing greenspace on the south to be utilized for a solar energy system, with five rows of solar panels, running the length of 295 feet and all facing south. This solar energy system is reviewed and proposed as a minor site plan amendment, which is under staff review and approval through provisions in Section 15-7.0107 of the City of Franklin Unified Development Ordinance with this request. Should this proposal for land combination be denied, the minor site plan will not be able to be pursued.

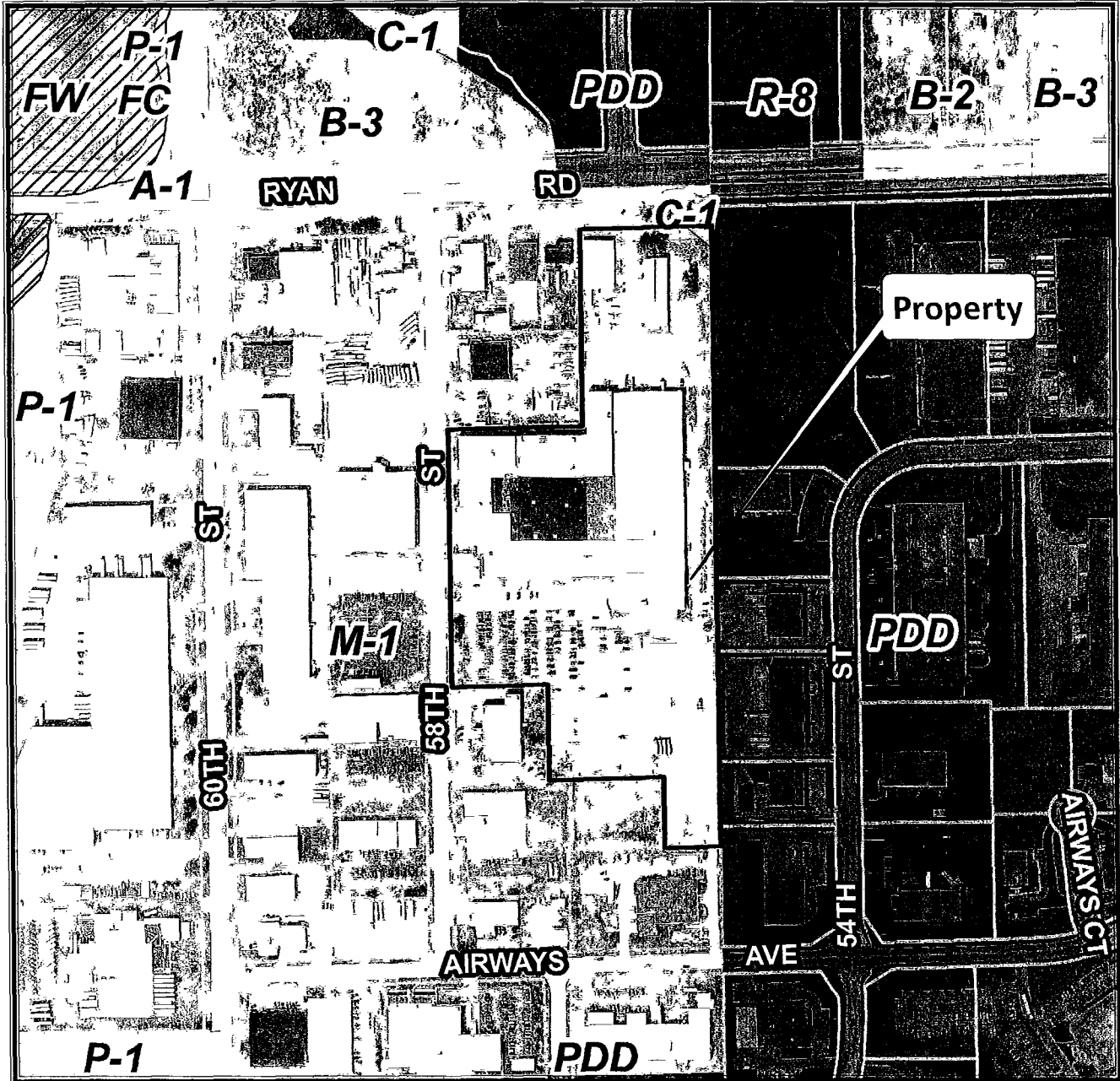
**PROJECT ANALYSIS**

Staff provided the applicant with staff comments on February 9, 2023. The applicant responded to review comments in letter dated February 27, addressing staff comments for the Land Combination application.

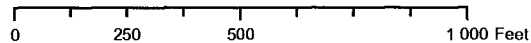
**STAFF RECOMMENDATION**

The Department of City Development staff recommends the Plan Commission forward this application to the Common Council for decision based on the recommended draft Resolution as attached.

5601 W. Ryan Road & 9600 S. 58th Street  
TKN 899 9990 067



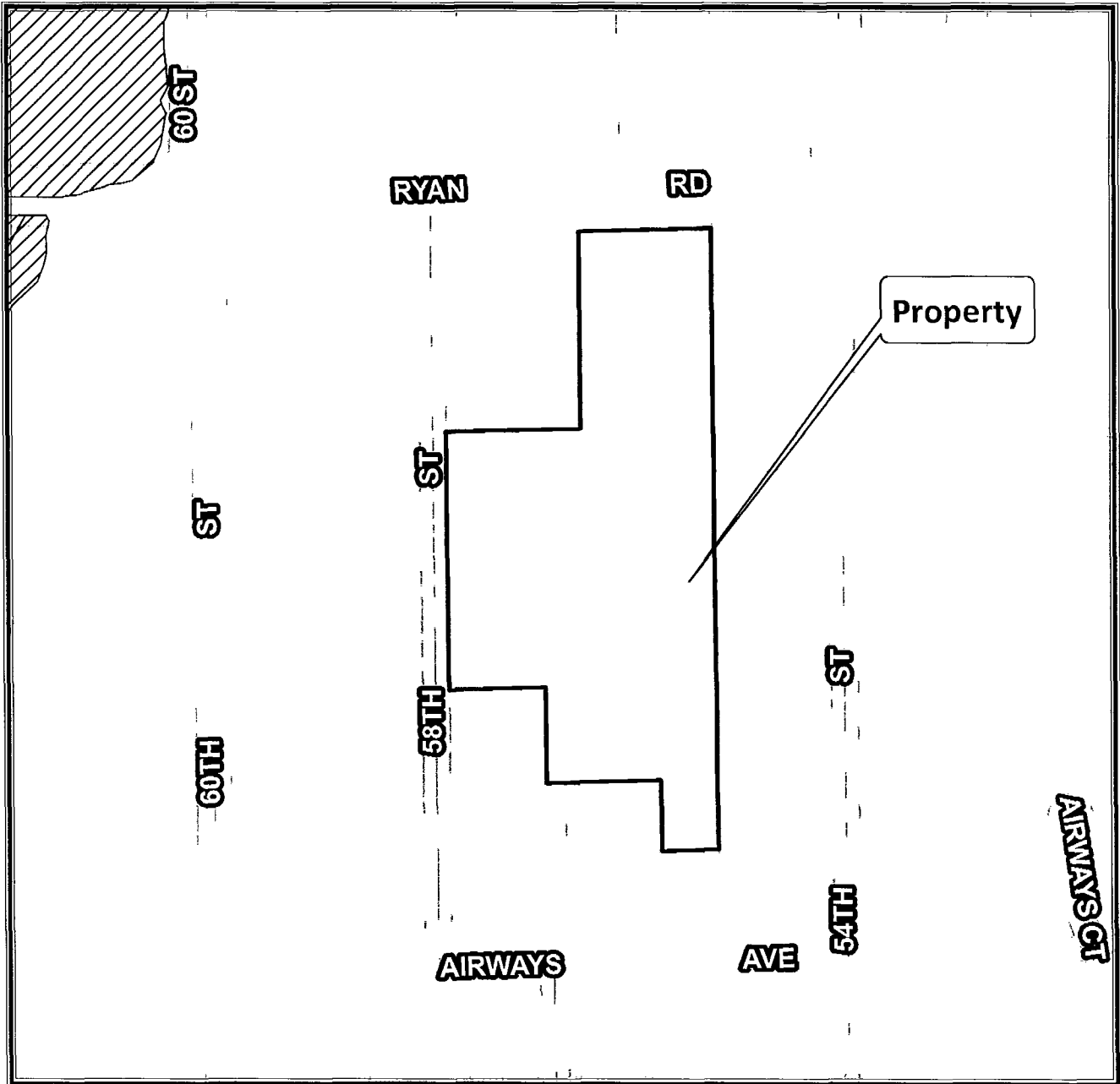
Planning Department  
(414) 425-4024



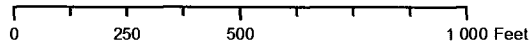
2021 Aerial Photo

*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.*

5601 W. Ryan Road & 9600 S. 58th Street  
TKN 899 9990 067



Planning Department  
(414) 425-4024



*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.*

## **Krones Exhibit Listing**

**For**

**City of Franklin**

- **Exhibit A – City of Franklin Staff Comments**
- **Exhibit B1, B2, B3 – Revised Plat of Survey and City of Franklin Property Parcel Maps**
- **Exhibit C – Revised Site Plan**
- **Exhibit D – Building Permit Application - Draft and Solar Array Photo 1 and 2**
- **Exhibit E – Electrical Permit Application - Draft**



KRONES, INC.

9600 South 58<sup>th</sup> Street

P.O. Box 321801

Franklin, WI 53132-6241 USA

February 27, 2023

City of Franklin Department of Development Staff:

In response to comments received by City of Franklin Department of Development Staff, Kronos has provided this information submittal regarding our proposed solar installation project. More specifically, for our proposed land combination (of two parcels) & Site Amendment, Kronos has provided responses to each of the City of Franklins written comments contained in their memorandum dated 2/9/2023 from the City Development staff to Kronos Inc. In conjunction with this letter, please see the referenced exhibits that support this submittal.

### **Department of City Development**

### **Unified Development Ordinance (UDO) Requirements**

The lot is zoned M-1 Institutional District (UDO Section 15-3.0309).

1. The proposed lot meets the minimum lot area, depth, and width requirements of the zoning district.

**Kronos Response** - Kronos acknowledges the City of Franklin statement that the subject lots meet the stated lot area depth and width ordinance requirements. No additional information provided as part of this response with respect to this comment.

### **Land Combination**

Division 15-9.0300: Land Division Procedures and Administration describes the required elements of Land Combination Permits:

2. The applicant shall include on a revised description of each parcel to be combined the Zoning is M-1, Limited Industrial District for each parcel.

**Kronos Response** - There is no proposed change to zoning or land use for these parcels that are proposed to be combined as referenced here. Parcel 899-9990-065 is Zoning M-1 Limited Industrial District and Parcel 899-9990-067 is Zoning M-1, Limited Industrial District. Parcel surveys for these two lots and parcel information from the web-based Franklin Property Map Viewer is included in Exhibit B1. Exhibit B2 contains the combined parcel survey information description as proposed.

3. The applicant shall include on a revised description of each parcel to be combined the City of Franklin Comprehensive Master Plan Land Use District designation of each parcel to be combined is **Industrial**.

**Krones Response** - Parcel 899-9990-065 under the City of Franklin Comprehensive Master Plan Land Use District designation is **Industrial** Parcel 899-9990-067 under the City of Franklin Comprehensive Master Plan Land Use District designation is **Industrial** This land use coincides with City of Franklin Future Land Use Map Information found at [https://www.franklinwi.gov/Files/Maps/Future\\_Land\\_Use\\_Map5.7\\_2025.pdf](https://www.franklinwi.gov/Files/Maps/Future_Land_Use_Map5.7_2025.pdf)

4. The applicant shall include on a revised description of each parcel to be combined the present use of the parcels.

**Krones Response** - Parcel 899-9990-065 & Parcel 899-9990-067 present use is Class C-Manufacturing Parcel surveys for these two lots and parcel information from the web-based Franklin Property Map Viewer is included in Exhibit B1. Exhibit B2 contains the combined parcel survey information description as proposed Parcel B is an unused portion of Krones parking area

5. The applicant shall include on a revised description of each parcel to be combined the proposed use of the resulting parcel.

**Krones Response** – Parcel 899-9990-065 & Parcel 899-9990-067 proposed use is Industrial. Parcel surveys for these two lots and parcel information from the web-based Franklin Property Map Viewer is included in Exhibit B1 Exhibit B2 contains the combined parcel survey information description as proposed The area shown in Exhibit C is proposed to be used for a solar energy project as described in Krones Minor Site Plan Amendment pending City of Franklin Approval

6. The applicant shall include on a revised description of each parcel to be combined the area of each parcel to be combined (acres/square feet).

**Krones Response** – Parcel 899-9990-065 is 1.067 acres (46,479 sq ft) & Parcel 899-9990-067 is 18.024 acres (785,125 sq ft) Parcel surveys for these two lots and parcel information from the web-based Franklin Property Map Viewer is included in Exhibit B1 Exhibit B2 contains the combined parcel survey information description as proposed

7. The applicant shall amend the title of the survey instrument provided for review from “Certified Survey Map” to appropriate title and provide a document matching boundary survey standards of the parcels to be combined that fulfill the standard of graphically showing the relationship to street access and to adjoining properties.

**Krones Response** – Please see the attached Exhibits B1 and B2 that contains the requested survey title change revision.

### **Minor Site Plan Amendment**

Division 15-7.0107: Site Plan Amendment Procedures and Administration describes the required conditions upon which a minor site plan may be submitted to the Planning Manager for administrative approval. No formal Plan Commission or Common Council Action is required.



8. Please clarify whether the building addition depicted on the site plan to the north of the solar array project is part of this project. If so, then what is the use? If not proposed as part of this minor site plan amendment, please remove from the site plan.

**Krones Response** –The revised site plan in Exhibit C. no longer shows this building addition.

9. Please clarify on the site plan the surface being proposed for the area under the solar panels and within the 16-foot and 20-foot open areas around the solar panel structures.

**Krones Response** - The surface area under the solar panels and within the perimeter fencing is a combination of asphalt and asphalt reground material surfaces. There will be no change from the current surface.

10. Are the existing light poles within the solar panel array project area being removed? If so, please check with the Building Inspection Department regarding permitting requirements for demolition/removal.

**Krones Response** – Four light poles have been removed. At this time, all-weather junction boxes have been installed at each pole location by a licensed electrician. This electrician has already contacted the City of Franklin to inspect the electrical work.

11. Pursuant to 15-3.0803., C., i.e, fencing will require a building permit from the Building Inspector.

**Krones Response** – Please see Exhibit D, building permit request. A copy of the completed building permit application is included for reference. The perimeter fencing will be 6 ft tall comprised of standard steel chain link or steel grid type or similar shown in Exhibit D3.

12. No action may be taken on the minor site plan until the land combination has been approved by the Common Council.

**Krones Response** - Krones understands approval by the Common Council is required per the comment provided above.

13. Regarding stormwater management and drainage considerations, the applicant shall consult with the City Engineer to determine if the proposed solar panel area, any proposed grading and fencing areas and equipment may impact the surface water drainage capabilities of the original site design, as the property appears to drain from north to south into an existing area south of the proposed solar panel array area.

**Krones Response** - The property currently drains from north to south into an existing drainage ditch on the south side of the property. There will be no change to the existing parking lot area drainage pattern related to the installation of this solar energy project. The solar panels will be supported by a series steel posts pounded into the ground so there will be minimal surface disturbance within this area.

### **General Planning Comments**

14. The applicant shall work with the Franklin City Engineer on the stormwater drainage plan for the proposed project site and subsequent grading to ensure any future development plans will be approved. All plans will be required to be reviewed, amended if necessary and approved by the Franklin City Engineer prior to building permit approval.

**Krones Response** – Krones will work with the City Engineer on this item. For information purposes, our solar installer has indicated that there will be minimal site disturbance and Krones will be sure to provide details of the installation to the City Engineer and incorporate any additional stormwater drainage measures that may be needed

**Engineering Department**

*15. If disturbing land of more than 25 cubic yards, you must acquire a land disturbance permit if no building permit is required.*

**Krones Response** - The site disturbance associated with this proposed project will consist of putting up a perimeter fence and pounding steel posts into the ground to hold the racking panels. There will also be horizontal boring done to run electrical conduit to the Krones building. Krones will check with the City engineer on this item

**Inspection Services Department**

*16. Project will require separate Building and Electrical Permits.*

**Krones Response** – Please see the attached Exhibits C and D

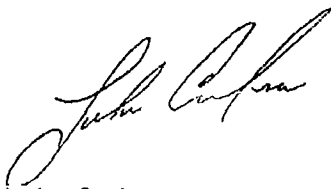
**Police Department**

*17. The PD has no comment regarding this request.*

**Krones Response** – Understood

If there is anything I can help with or if you have any questions, please feel free to contact me.

Sincerely,



Luke Carlson  
Director of IOS  
Head of Facilities, Maintenance, and Sustainability  
Krones North America  
Phone: 414-409-4000  
MobilCell: 414-217-2760  
Email: [luke.carlson@kronesusa.com](mailto:luke.carlson@kronesusa.com)

krones, inc

9600 South 58th Street  
P.O. Box 321801  
Franklin, WI 53132 6241

Phone (414) 409-4000  
Fax (414) 409-4100  
Internet [www.kronesusa.com](http://www.kronesusa.com)

**Krones Inc. Lot Combination**

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**Exhibit A**

**City of Franklin – Staff Comments**

**02/09/2023**

**City of Franklin  
Department of City Development**

February 9, 2023

To: Luke Carlson and Thomas Schulz, Kronos Inc.

From: City Development Staff

RE: Staff Comments –LC, Minor SPA – 9600 S 58<sup>th</sup> St

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Please be advised that City Staff has reviewed the above applications. Department comments are as follows for the Land Combination and Minor Site Plan Amendment Applications submitted by Kronos Inc. on October 12, 2022, but deemed complete for review on December 28, 2022.

**Department of City Development**

**Unified Development Ordinance (UDO) Requirements**

The lot is zoned M-1 Institutional District (UDO Section 15-3.0309).

1. The proposed lot meets the minimum lot area, depth, and width requirements of the zoning district.

**Land Combination**

Division 15-9.0300: Land Division Procedures and Administration describes the required elements of Land Combination Permits:

2. The applicant shall include on a revised description of each parcel to be combined the Zoning is M-1, Limited Industrial District for each parcel.
3. The applicant shall include on a revised description of each parcel to be combined the City of Franklin Comprehensive Master Plan Land Use District designation of each parcel to be combined is Industrial.
4. The applicant shall include on a revised description of each parcel to be combined the present use of the parcels.
5. The applicant shall include on a revised description of each parcel to be combined the proposed use of the resulting parcel.
6. The applicant shall include on a revised description of each parcel to be combined the area of each parcel to be combined (acres/square feet).
7. The applicant shall amend the title of the survey instrument provided for review from “Certified Survey Map” to appropriate title and provide a document matching boundary survey standards of the parcels to be combined that fulfill the standard of graphically showing the relationship to street access and to adjoining properties.

**Minor Site Plan Amendment**

Division 15-7.0107: Site Plan Amendment Procedures and Administration describes the required conditions upon which a minor site plan may be submitted to the Planning

Manager for administrative approval. No formal Plan Commission or Common Council Action is required.

8. Please clarify whether the building addition depicted on the site plan to the north of the solar array project is part of this project. If so, then what is the use? If not proposed as part of this minor site plan amendment, please remove from the site plan.
9. Please clarify on the site plan the surface being proposed for the area under the solar panels and within the 16-foot and 20-foot open areas around the solar panel structures.
10. Are the existing light poles within the solar panel array project area being removed? If so, please check with the Building Inspection Department regarding permitting requirements for demolition/removal.
11. Pursuant to 15-3.0803., C., i.e., fencing will require a building permit from the Building Inspector.
12. No action may be taken on the minor site plan until the land combination has been approved by the Common Council.
13. Regarding stormwater management and drainage considerations, the applicant shall consult with the City Engineer to determine if the proposed solar panel area, any proposed grading and fencing areas and equipment may impact the surface water drainage capabilities of the original site design, as the property appears to drain from north to south into an existing area south of the proposed solar panel array area.

#### **General Planning Comments**

14. The applicant shall work with the Franklin City Engineer on the stormwater drainage plan for the proposed project site and subsequent grading to ensure any future development plans will be approved. All plans will be required to be reviewed, amended if necessary and approved by the Franklin City Engineer prior to building permit approval.

#### **Engineering Department**

15. *If disturbing land of more than 25 cubic yards, you must acquire a land disturbance permit if no building permit is required.*

#### **Inspection Services Department**

16. *Project will require separate Building and Electrical Permits.*

#### **Police Department**

17. *The PD has no comment regarding this request*

## Krones Inc. Lot Combination

-

### **Exhibit B1, B2, B3**

- **Plat of Survey**
- **Plat of Survey for Parcels A & B**
- **City of Franklin Property Parcel Maps  
for Parcels A & B**

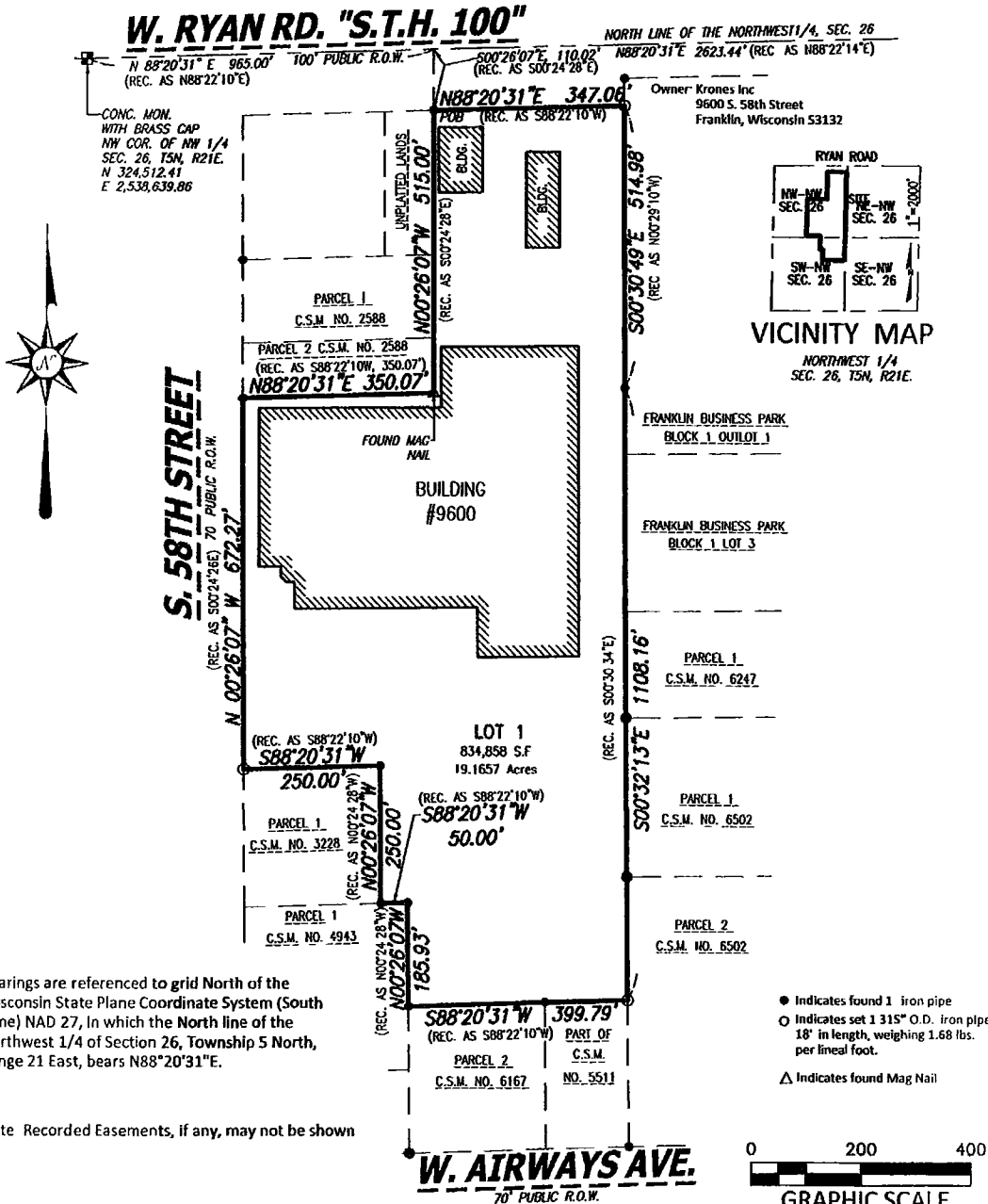
# PLAT OF SURVEY

**CLIENT**

Krones, Inc.

**LEGAL DESCRIPTION**

Parcel 1 of Certified Survey Map No. 5511 and Parcel 1 of Certified Survey Map No. 6167 located in the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Northwest corner of said Northwest 1/4 of Section, thence North 88°20'31" East along said North line 965.00 feet, thence South 00°26'07" East 110.02 feet to the South line of W Ryan Road (S.T.H. 100), the Northwest corner of Parcel 1 of Certified Survey Map No. 5511 and to the point of beginning of the lands hereinafter described, thence North 88°20'31" East along said South line 347.06 feet, thence South 00°30'49" East 514.98 feet; thence South 00°32'13" East 1108.16 feet, thence South 88°20'31" West 399.79 feet, thence North 00°26'07" West 185.93 feet, thence South 88°20'31" West 50.00 feet, thence North 00°26'07" West 250.00 feet, thence South 88°20'31" West 250.00 feet to the East line of South 58th Street, thence North 00°26'07" West along said East line 672.27 feet, thence North 88°20'31" East 350.07 feet, thence North 00°26'07" West 515.00 feet to the point of beginning



Bearings are referenced to grid North of the Wisconsin State Plane Coordinate System (South Zone) NAD 27, in which the North line of the Northwest 1/4 of Section 26, Township 5 North, Range 21 East, bears N88°20'31"E.

Note Recorded Easements, if any, may not be shown

The above survey is correct to the best of my professional knowledge and belief

Date February 17, 2023

*Donald C. Chaput*

Donald C. Chaput  
Professional Land Surveyor  
Registration Number S-1316

**CHAPUT**  
LAND SURVEYS

234 W Florida Street Milwaukee, WI 53204 414 224-8068 www.chaputlandsurveys.com

Drawing No. 4250-mem

# PLAT OF SURVEY

**CLIENT**

Krones, Inc.

**LEGAL DESCRIPTION**

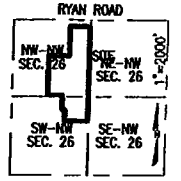
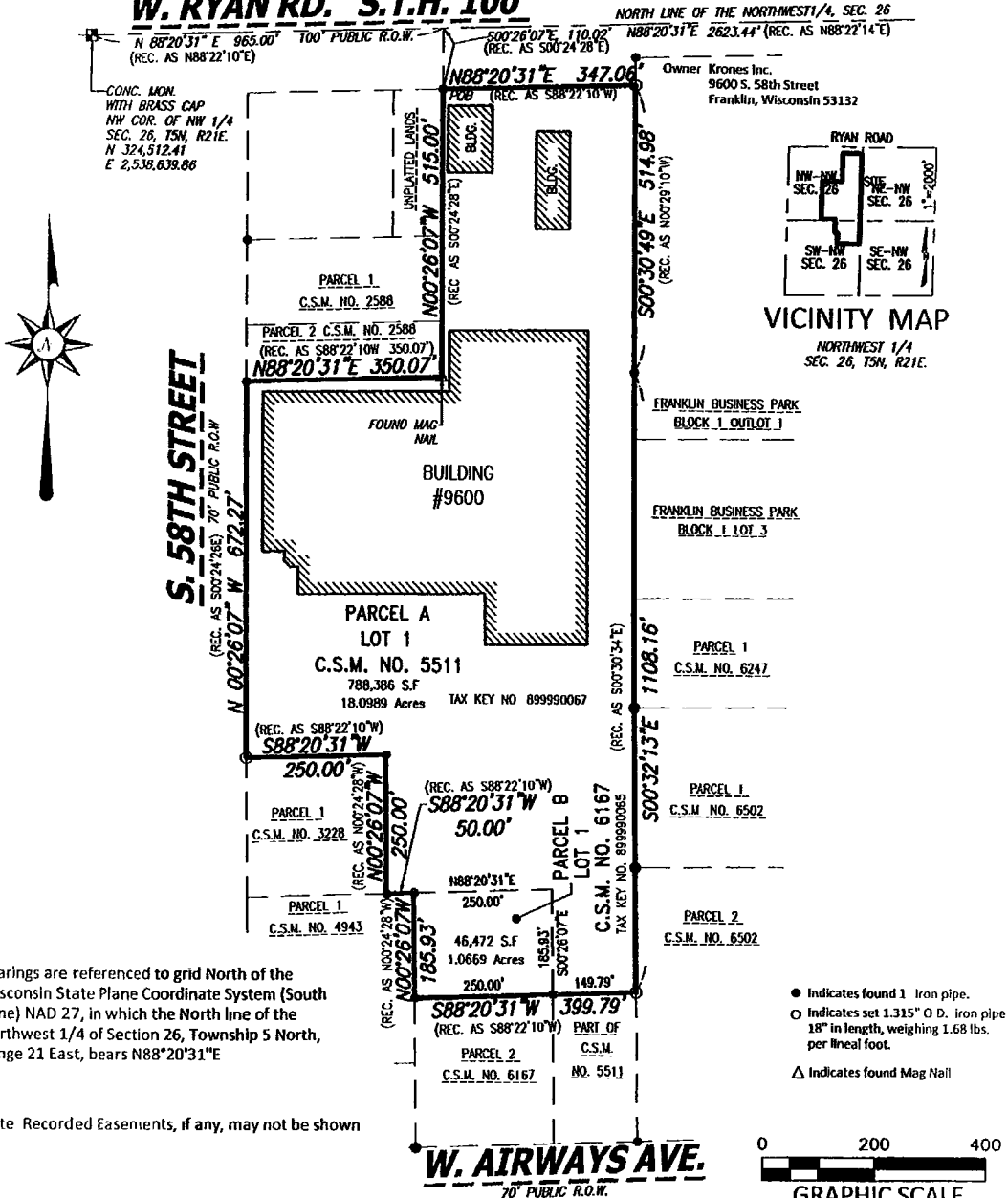
Parcel A.

Parcel 1 of Certified Survey Map No. 5511 located in the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin

Parcel B

Parcel 1 of Certified Survey Map No. 6167 located in the Southwest 1/4 of the Northwest 1/4 of Section 26, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin

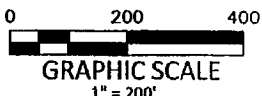
**W. RYAN RD. "S.T.H. 100"**



Bearings are referenced to grid North of the Wisconsin State Plane Coordinate System (South Zone) NAD 27, in which the North line of the Northwest 1/4 of Section 26, Township 5 North, Range 21 East, bears N88°20'31"E

- Indicates found 1 Iron pipe.
- Indicates set 1.315" O.D. iron pipe 18" in length, weighing 1.68 lbs. per lineal foot.
- △ Indicates found Mag Nail

Note Recorded Easements, if any, may not be shown



The above survey is correct to the best of my professional knowledge and belief

Date February 17, 2023

*Donald C. Chaput*  
Donald C. Chaput  
Professional Land Surveyor  
Registration Number S 1316

**CHAPUT**  
LAND SURVEYS

234 W. Florida Street  
Milwaukee WI 53204  
414-224-8068  
www.chaputlandsurveys.com

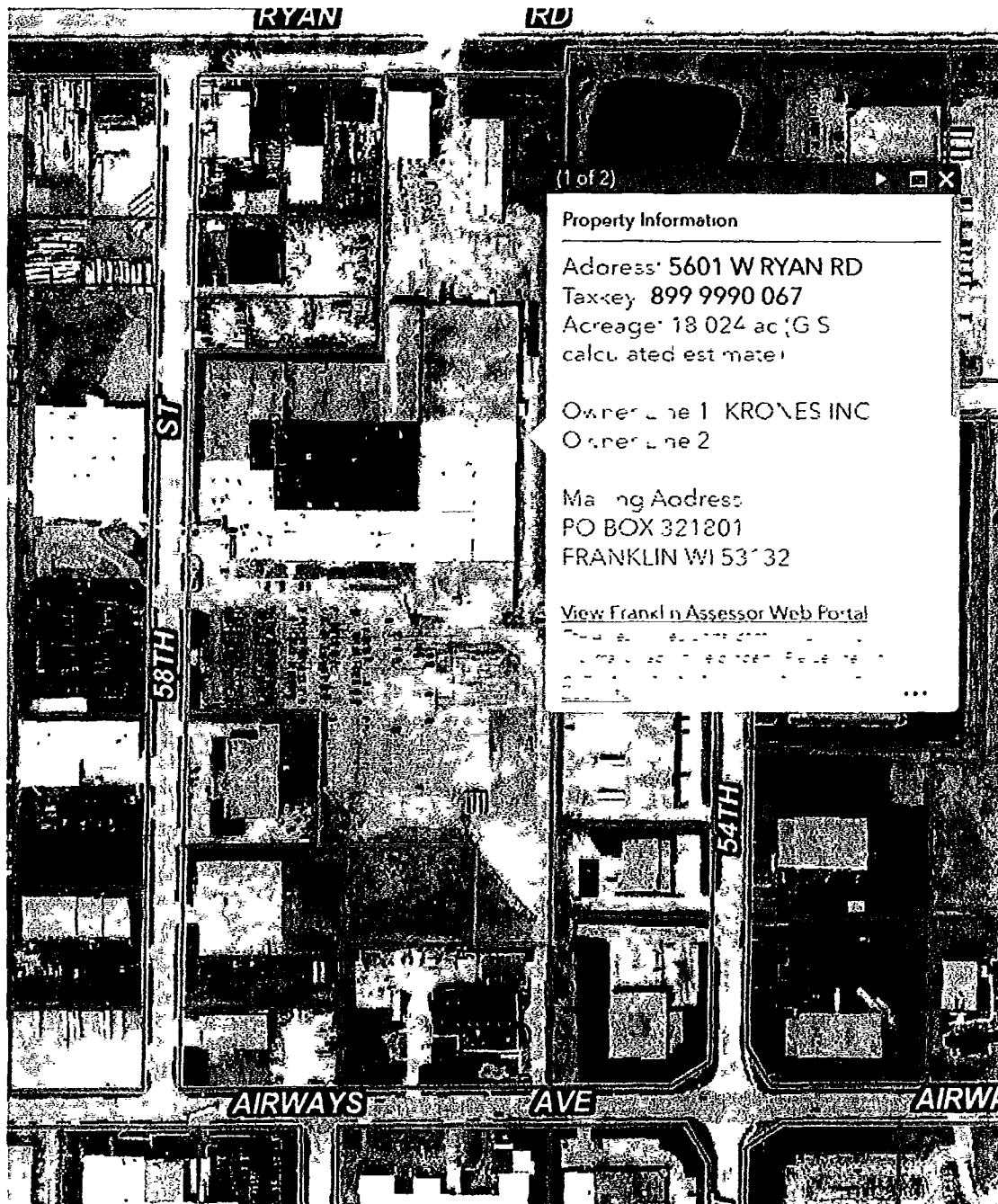
Drawing No 4250-mem



Franklin Property Map Viewer - shows Krones property, Parcel A, Lot 1

Physical location: 5601 W. Ryan Road Franklin, WI 53132

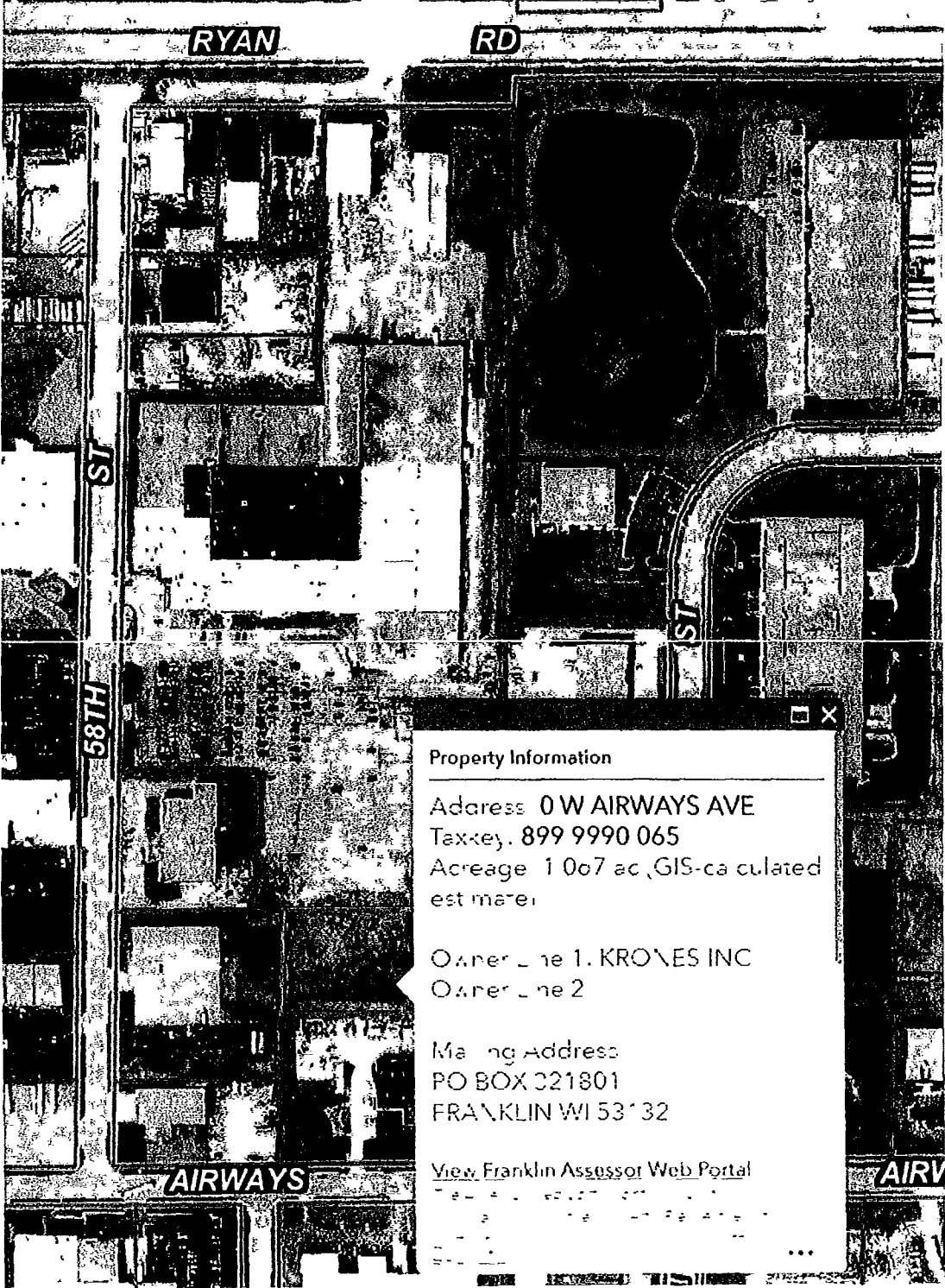
Web ref: <https://experience.arcgis.com/experience/6053058e14fb42ea88d13235a362aa6e>



Franklin Property Map Viewer - shows Krones property, Parcel B, Lot 1

Physical location: 0 West Airways Ave, WI 53132 Web ref:

<https://experience.arcgis.com/experience/6053058cf4fb42ea88d13235a362aa6c>



Krones Inc. Minor Site Plan Amendment

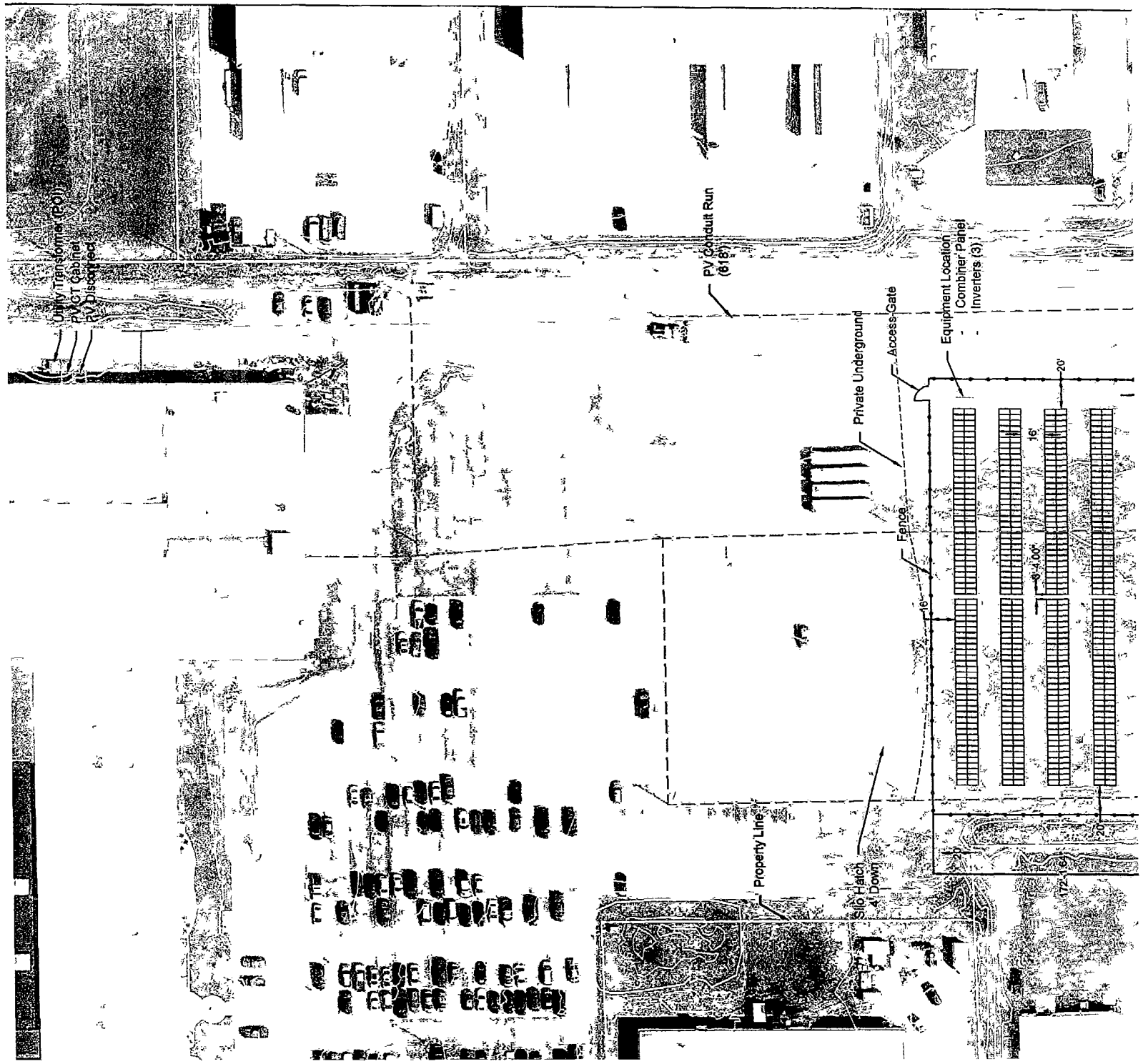
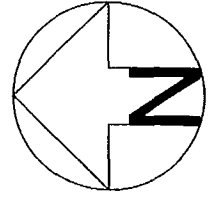
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**Exhibit C**

**Revised Site Plan – Arch Electric**

Inverters (23) and PV combiner panel to be located on the Northeast corner of array. PV disconnect and FCT cabinet to be mounted on the building wall just South of the utility transformer.

Solar will be considered as its own service. Interconnection to take place in the utility transformer.



**Krones Inc. Minor Site Plan Amendment**

-

**Exhibit D**

**City of Franklin – Building Permit  
Application – Draft and Proposed Solar  
Array Pictures**

<b>CITY OF FRANKLIN</b> <b>BUILDING PERMIT APPLICATION</b> 9229 W. LOOMIS ROAD, FRANKLIN, WI 53132 Phone (414) 425-0084 Fax (414) 425-7513 Application Forms and Handouts can be found at <a href="http://www.franklinwi.gov">www.franklinwi.gov</a>	Application No.  Permit No.
--	-----------------------------------

<b>Project Address</b> 9600 S 58th St, Franklin, WI 53132	<b>Unit or Suite #</b> NA	<b>Project/Business Name (if applicable)</b> Krones
--	------------------------------	--

<b>Property Owner's Name</b> Krones	<input checked="" type="checkbox"/> Owner resides or will reside at job address	<b>Email Address</b> Luke.Carlson@kronesusa.com
--	---	--

<b>Mailing Address</b> 9600 S 58th St, Franklin, WI 53132	<b>City</b>	<b>Zip</b>	<b>Phone</b> 414-409-4000
--	-------------	------------	------------------------------

<b>Contractor Name</b> Arch Solar C&I	<b>WI DC# / Exp. Date.</b> DC-072-200-761 7/7/2023 <b>WI DCQ# / Exp Date DCQ-082-000-909 8/18/24</b>
--	--

<b>Dwelling Contractor Qualifier Name ( 1 or 2 family dwellings)</b>	<b>Email Address</b> jillian@archelec.com
--	--

<b>Mailing Address</b> 1237 Pilgrim Rd., Plymouth, WI 53073	<b>City</b>	<b>Zip</b>	<b>Phone</b> 920-838-3923 <b>Fax</b>
--	-------------	------------	---

<b>Applicant (if other than owner or contractor)</b>	<b>Email Address</b>
--	----------------------

<b>Mailing Address</b>	<b>City</b>	<b>Zip</b>	<b>Phone</b>
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**Project Type.**  
 1 & 2 Family  
 Commercial  
 Industrial  
 Institutional  
 Multi Family - # of Units \_\_\_\_\_

**PERMIT TYPE: \*THESE ITEMS HAVE PLAN REVIEW FEES DUE WITH APPLICATION – PLEASE SEE RESPECTIVE HANDOUTS**

<input type="checkbox"/> New (other than 1 & 2 family) <input type="checkbox"/> Addition <input type="checkbox"/> Alteration - <b>WORK AREA</b> _____ sq. ft. <input type="checkbox"/> Demolition <input type="checkbox"/> Building Damage Repair <input type="checkbox"/> Building Move <input type="checkbox"/> Foundation Repair <input type="checkbox"/> Fireplace <input checked="" type="checkbox"/> Other <u>Installation of 382.8kW ground mount Photovoltaic System</u> <input type="checkbox"/> Accessory Building (wood) <b>OR</b> <input type="checkbox"/> Prefab. Storage Encl. (metal, vinyl, resin) (120 sq. ft. or <) Size _____ <input type="checkbox"/> Reroofing <input type="checkbox"/> Complete Tear Off <input type="checkbox"/> Over One Layer - Type of Material _____ <input type="checkbox"/> Residing - Existing Material _____ Replacement Material _____	<input type="checkbox"/> Fence – Type and Height _____ <input type="checkbox"/> Spa/Hot Tub <input type="checkbox"/> On Slab <input type="checkbox"/> On Deck <input type="checkbox"/> Pool <input type="checkbox"/> In Ground <input type="checkbox"/> Above Ground (Ht above ground) _____ <input type="checkbox"/> Deck <input type="checkbox"/> Attached <input type="checkbox"/> Detached <input type="checkbox"/> Pool <input type="checkbox"/> Occupancy - \$225 plus \$7 Technology Fee (Commercial, Industrial, Institutional only) <input type="checkbox"/> Accessory Bldg./Garage (> 120 sq. ft.) Size _____ on slab *(plan review fee required for > 150 sq. ft.)
---	---

**Additional Project Description** Install south facing array tilted to 25 degrees via Stnclair racking Disconnect and PV CT cabinet will be on outside wall near the utility transformer (farther south transformer as there are two on the east side of the building) We are interconnecting in the utility transformer via a new special service Site will need to be installed and inspected WE Energies will pull in wire from the transformer to the CT cabinet. Our inverters and combiner will be located at the array area

**Estimate "Net" Total Project Cost \$** \_\_\_\_\_ **Estimate Total Project Cost \$** 512,418  
 ("Net" excludes cost for Plumbing/Electrical/HVAC work)

**Cautionary Statement To Owners Obtaining Building Permits**

101 65(lr) of the Wisconsin Statutes requires municipalities that enforce the Uniform Dwelling Code to provide an owner who applies for a building permit with a statement advising the owner that If the owner hires a contractor to perform work under the building permit and the contractor is not bonded or insured as required under s 101 654 (2) (a), the following consequences might occur: (a) The owner may be held liable for any bodily injury to or death of others or for any damage to the property of others that arises out of the work performed under the building permit or that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit. (b) The owner may not be able to collect from the contractor damages for any loss sustained by the owner because of a violation by the contractor of the one- and two- family dwelling code or an ordinance enacted under sub (1) (a), because of any bodily injury to or death of others or damage to the property of others that arises out of the work performed under the building permit or because of any bodily injury to or death of others or damage to the property of others that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit

**CONTACT PERSON (print)** Jillian Rooker **PHONE** 920-838-3923  
**APPLICANT'S SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**FAILURE TO OBTAIN PERMIT PRIOR TO STARTING WORK**  
**FIRST OFFENSE TRIPLE FEES, SUBSEQUENT OFFENSES QUADRUPLE FEES**  
**SEPARATE PERMITS REQUIRED FOR PLUMBING, ELECTRICAL AND HVAC**







**Krones Inc. Minor Site Plan Amendment**

-

**Exhibit E**

**City of Franklin – Electrical Permit**

**Application – Draft**

**CITY OF FRANKLIN**  
**APPLICATION FOR ELECTRICAL PERMIT**  
 9229 W LOOMIS ROAD, FRANKLIN WISCONSIN 53132  
 Phone (414) 425-0084 Fax (414) 425-7513

(applications can be downloaded and/or applied/paid for online at [www.franklinwi.gov](http://www.franklinwi.gov))

<b>JOB ADDRESS:</b> 9600 S 58th St, Franklin, WI 53132				<b>OWNER or OCCUPANT'S NAME.</b> (circle which) <b>Krones</b>			
ELECTRICAL CONTRACTOR NAME <b>Arch Solar C&amp;I</b>			State Master #: <b>270617</b>	OWNER MAILING ADDRESS (if different from job)			
CONTRACTOR MAILING ADDRESS <b>1237 Pilgrim Rd.</b>			State Contr # <b>1564394</b>	OWNER CITY (if different from job)		State	ZIP
CONTRACTOR CITY <b>Plymouth, WI 53073</b>		State	ZIP	OWNER or OCCUPANT CONTACT PHONE for access <b>414-409-4000</b>			
Contractor Phone <b>920-838-3923</b>		Contractor Email <b>jillian@archelec.com</b>		<b>SHORT DESCRIPTION OF WORK; REQUIRED TO BE FILLED OUT</b> Installation of 382 8kW ground mount Photovoltaic System			
SWITCHES AND convenience outlets, receptacles, dimmers, occ sensors surge protectors etc (** if 1 only single item see below)		\$1 10	#	\$	LED, HID, MERCURY, SODIUM & METAL HALITE [for poles, each head, commercial type]		\$2.25
LIGHT FIXTURES		\$1.40	#	\$	LIGHT POLES [commercial type]		\$11.00
FLUORESCENT-LED lighting [grid ceiling type]		\$3 35	#	\$	POWER RECEPTACLES 1-30amp [commercial type] over 30amp		\$7.00
GARBAGE DISPOSAL		\$11.00	#	\$			\$9.00
CLOTHES DRYER 220V		\$11.00	#	\$	MACHINES, X-RAY, MOTION PICTURE, WELDER		\$35 00
RANGE, COOKTOP 220V		\$11.00	#	\$	TRANSFORMERS and/or GENERATORS		\$35.00
WATER HEATER 220V (*replacement see below)		\$11.00	#	\$	REFRIGERATION, CHILLERS UNITS -- COMMERCIAL [display case, walk-in freezer/coolers]		\$11.00
SPACE HEATING system (*replacement see below)		\$11.00	#	\$	STAGE LIGHTS		\$0.45
FURNACES, HTG DEVICES(*replacement below)		\$11.00	#	\$	SIGNS [Illuminated from the inside]		\$35.00
A/C (* replacement see below)		\$35.00	#	\$	CRANES & HOISTS		\$35.00
POST LIGHT [residential type]		\$7.00	#	\$	ELEVATORS		\$17.00
FIRE, carbon monoxide, smoke alarm [120v type]		\$3.35	#	\$	FOUNTAINS		\$17.00
FANS/motors [bath, exhaust, ceiling type]		\$6.00	#	\$	FUEL or WATER PUMPS, MOUND SYSTEMS		\$11.00
WHIRLPOOL, HOT TUB, SPA (circle which)		\$35.00	#	\$	MOTORS [commercial type] \$6 each + \$1/hp		\$6 00
ABOVE or INGROUND POOL (circle which)		\$70.00	#	\$			\$1.10hp
IN POOL LIGHTING		\$17.00	#	\$	MOTOR DISCONNECTS OR CONTROLLERS		\$6.00
SERVICE DISCONNECT - per each handle/breaker		\$22.00	#	\$	WIRE/BUSWAY/UNDERFLOOR Raceway (per/ft)		\$1 10
SERVICE SIZE -- per each 100 amp capacity		\$40.00	#	\$	*** FIRE ALARM PANEL/CONTROL (New-120v)		\$6 00
FEEDERS/sub feeders/ sub panels per 100 amp capacity		\$22.00	#	\$	*** FIRE PROTECTION any signal device [low voltage] & panel/control replaced		
TEMPORARY Service/Construction/Fire wiring		\$95 00	#	\$	Contact Fire Dept 414-425-1420 for their permit/inspect requirements		
SOLAR SYSTEM includes meter/service/feeder/array		\$95.00	1	\$95.00			
<b>Subtotal of items above</b>							\$ 95.00
<b>MINIMUM FEE</b> (except *Replacements or **Single Item only below)				<b>Choose either</b>		1 & 2 Family Homes & Multi-Family Uses \$95.00 Commercial/ Business/all other Uses \$115.00	
<b>Your Regular Electrical Permit Fee Total, ENTER&gt;</b>							\$ 115.00
<b>*REPLACEMENTS</b> Note; If there are any items listed above in addition to replacement items listed here, default to Regular Electrical Permit Fee Total				Replacement, ___ Water Heater, ___ Furnace, A/C ___ ___ Heating Device, ___ all-in-one wall/floor unit, RTU etc # ___ x \$35.00 each		\$ na	
**1 only SINGLE SWITCH or OUTLET or RECEPTACLE either added or replaced				(it can be only 1/tn on this application)		\$35.00 na	
TECHNOLOGY FEE, needed for ALL Permits (none needed if just adding to an existing permit or if only special inspection below)						\$7 \$7	
REQUESTS FOR INSPECTIONS DURING NON-WORKING HOURS or SPECIAL INSPECTION [advance approval required] \$110/hr with 2hr/minimum						na	
<b>GRAND TOTAL</b> Payable to *City of Franklin							\$ 122.00

SUPERVISING ELECTRICIAN'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**FAILURE TO OBTAIN PERMIT PRIOR TO STARTING WORK -- FIRST OFFENSE TRIPLE FEES, SUBSEQUENT OFFENSES QUADRUPLE FEES**  
 IF PERMIT IS NOT USED PRIOR TO EXPIRATION, THAT PORTION OF THE FEE OVER THE MINIMUM WILL BE REFUNDED UPON WRITTEN REQUEST  
**CALL (414) 425-0084 FOR ALL INSPECTIONS! 24 HOURS MINIMUM NOTICE REQUIRED!**

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>JK</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> 04/03/2023</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Authorize a Consulting Services Agreement with Wrayburn Consulting, LLC for general planning services</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b> G.3.</p>

***BACKGROUND***

City Development staff is requesting Common Council authorization for a planning services agreement with a budget of \$10,000. Planning services include the review of site plans, landscaping plans, lighting plans, architectural plans, certified survey maps, and other such plans that are part of or related to applications submitted to the City Development Department.

A previous agreement with Wrayburn Consulting for an equal amount was authorized by the Common Council at its November 15, 2022, regular meeting. The City Development Department is seeking to enter into a new agreement due to the extended vacancy of the Planning Manager position.

Note: in section VI Insurance, the minimum limits of \$1,000,000/\$2,000,000 for General/Commercial Liability and \$1,000,000 for Excess Liability, as this is an agreement for professional services, not for contractor services that normally requires a minimum limit of \$2,000,000/\$4,000,000 and \$10,000,000.

***FISCAL IMPACT***

General Fund budget, planning division, \$10,000 from "Other Professional Services" budget account number 01-0621-5219. The current balance of this account is \$10,000.

**COUNCIL ACTION REQUESTED**

Motion to authorize a Consulting Services Agreement with Wrayburn Consulting, LLC for general planning services; utilizing 2023 budgeted "Other professional services" in the planning division budget; and authorize the Mayor to execute and administer the appropriate, related contract.

## **AGREEMENT**

This AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Wrayburn Consulting, LLC (hereinafter "CONTRACTOR"), whose principal place of business is 2000 Fairhaven Boulevard, Elm Grove, WI 53122.

## **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 planning and zoning related services, as described in Attachment A, for the City of Franklin;

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

### **I. BASIC SERVICES AND AGREEMENT ADMINISTRATION**

- A. CONTRACTOR shall provide services to CLIENT for development and plan review services, including but not limited to items such as site plans, landscaping plans, lighting plans, architectural plans, certified survey maps, and other such plans that are part of or related to applications submitted to the City of Franklin Planning Department. Additionally, services also include all general planning services such as, but not limited to, site visits, presentation at meetings of boards and commissions and the Common Council, customer support, and assisting individuals in understanding and following the Unified Development Ordinance, applications, and code and application processes and requirements, as described in CONTRACTOR's proposal to CLIENT dated March 15, 2023, annexed hereto and incorporated herein as Attachment A.
- 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 Basic Services further described in Attachment A, with a not-to-exceed budget of \$10,000, 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. Total price will not exceed budget of \$10,000. For services rendered, monthly invoices will include a report that clearly states the hours and 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 fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- 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. 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 Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior 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. 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. Régulo Martínez-Montilva, Principal Planner, 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, Nicholas Fuchs CONTRACTOR's Project Manager and other key providers of the Basic Services. 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.
- 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 Basic Services 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 minimum limits set forth below:

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

C. Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$1,000,000 per occurrence for bodily injury, personal injury, and property damage.  <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
D. Worker's Compensation and Employers' Liability	Statutory  <i>Contractor will provide a waiver of subrogation and/or any rights of recovery allowed under any workers' compensation law.</i>
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, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming 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 Memorandum from the Department of City Development.

**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. 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 3 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**

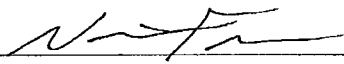
The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

Wrayburn Consulting, LLC

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

PRINT NAME. Stephen R. Olson

PRINT NAME. Nicholas Fuchs

TITLE Mayor

TITLE: Owner



DATE: \_\_\_\_\_

DATE 3/15/2023

BY: \_\_\_\_\_

PRINT NAME Thomas Bakalarski

TITLE: Interim Director of Finance and Treasurer

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: Karen L. Kastenson

TITLE: City Clerk

DATE: \_\_\_\_\_

Approved as to form.

\_\_\_\_\_  
Jesse A. Wesolowski, City Attorney

DATE \_\_\_\_\_

# **Attachment A**



**PROPOSAL TO PROVIDE PLANNING & ZONING  
RELATED SERVICES TO:**

**The City of Franklin**

March 15, 2023

## **General Services to be Provided**

Wrayburn Consulting, LLC, shall provide a variety of planning and zoning related services as requested by the City of Franklin Planning Department. These services may include but not limited to review of site plans, landscaping plans, lighting plans, architectural plans, certified survey maps, and other such plans as necessary.

At the request of the City of Franklin, site visits, attendance at board and commission meetings will also be provided.

Additional services may include customer support and assisting individuals in understanding and following the Unified Development Ordinance and other applicable code and process requirements.

The point of contact shall be:

Nick Fuchs  
Principal Planner, Owner  
Wrayburn Consulting  
262-442-4327  
[nfuchs@wrayburnconsulting.com](mailto:nfuchs@wrayburnconsulting.com)  
[www.wrayburnconsulting.com](http://www.wrayburnconsulting.com)

2000 Fairhaven Boulevard  
Elm Grove, WI 53122

## **Cost Summary**

The hourly rate for the scope of work to be provided by Nicholas Fuchs of Wrayburn Consulting, LLC is \$125.00 per hour. This rate will not change throughout the duration of the contract. Please note the following:

- **Transportation Costs:** Mileage will be charged for meetings and site visits as requested by Client.
- **Materials and Supplies:** No charges are anticipated for materials and supplies.
- **Equipment:** No charges will occur for equipment purchases.
- **Meals:** No charges will occur related to meals.
- **Lodging:** No charges will occur related to lodging.
- **Computer Software:** No charges will occur related to computer software.

## **Insurance**

Prior to the commencement of any work under the proposed contract, Wrayburn Consulting, LLC will provide documentation of insurance compliant with the requirements outlined within the subject contract.

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<p><b>APPROVAL</b></p> <p><i>X</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><b>4/3/2023</b></p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p>Approval of a Job Description for the position of Community Service Officer in the Police Department</p>	<p><b>ITEM NUMBER</b></p> <p><i>G.4.</i></p>

**BACKGROUND**

During the budget process for the 2023 budget, the Police Chief recommended adding a new part-time position as a Community Service Officer. This proposed position would be filled with someone who is working toward a career in law enforcement. The employee would do many of the tasks that a police officer would perform, but will not have arresting powers or carry a gun.

The position was approved by the Common Council and added in to the budget effective 1/1/23.

The attached job description was taken to the Personnel Committee on 3/20/2023. The Committee recommends approval of the job description as is.

**FISCAL IMPACT**

There is no fiscal impact to approving the job description.

**COUNCIL ACTION REQUESTED**

Motion to approve the Job Description for a Community Service Officer in the Police Department.

**CITY OF FRANKLIN**  
**Job Description**

<b>Job Title:</b>	Community Service Officer (CSO)
<b>Department:</b>	Police
<b>Appointing Authority:</b>	Chief of Police
<b>Reports To:</b>	Sergeant of Police
<b>Salary Grade:</b>	N/A
<b>FLSA Status:</b>	Non-Exempt
<b>Prepared By:</b>	Rick Oliva, Chief of Police
<b>Prepared Date:</b>	December, 2022
<b>Approved By:</b>	Common Council
<b>Approved Date:</b>	

**Summary**

The position of Community Service Officer (CSO) is a civilian, non-sworn, employee of the Franklin Police Department performing work that supports basic law enforcement operations in exchange for gaining hands-on practical experience while pursuing post-secondary education in law enforcement. A CSO may be afforded an opportunity to transition to a sworn officer position with the agency. The CSO program will enhance the services provided by the Franklin Police Department to allow sworn-personnel the ability to better serve and perform their duties.

**Essential Duties and Responsibilities**

Essential duties and responsibilities include the following. Other duties may be assigned.

Performs a variety of clerical and administrative duties in support of sworn personnel.

Staffs and monitors the front complaint desk.

Takes walk-in complaints.

Receives, documents, resolves and responds to low priority calls related to abandoned vehicle complaints, animal complaints, found property complaints, and other complaints not requiring the response of a law enforcement officer.

Performs routine vehicle/bicycle patrol conducting business checks, reporting observed offenses, etc.

Assists sworn personnel with crash and crime scenes.

Provides traffic direction and control for accidents, disabled vehicles and road hazards.

Enforces City ordinances and parking regulations and issues citations accordingly.

Provides security for events including parades, National Night Out, etc.

Assists with booking and monitoring cell block detainees.

Fingerprints citizens and applicants.

Operates office computer/applicable software systems to gather information, write incident reports and document activities.

Assists maintenance and mechanics with supply runs; Delivers and gathers supplies and equipment to and from surrounding agencies and companies.

Other similarly related duties as assigned by supervisors.

### **Supervision Received**

Works under the close supervision of the Sergeant of Police.

### **Qualifications**

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

### **Education and/or Experience**

High School diploma or equivalent. Eighteen (18) years of age or older. Enrolled in Criminal Justice, Police Science, or related law-enforcement degree program at an accredited college or university. Candidates must be actively pursuing a career as a sworn law enforcement officer; continued employment is contingent upon maintaining these requirements. Eligibility will continue up to one year after graduation.

### **Language Skills**

Ability to read, analyze, and interpret professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

### **Mathematical Skills**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

### **Reasoning Ability**

Ability to solve practical problems and deal with a variety of concrete variables in situations where only

limited standardization exists Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

### **Computer Skills**

To perform this job successfully, an individual should be competent in the use of an office computer/software including, but not limited to, Windows and Microsoft Office applications (Word, Excel, Access, PowerPoint, Outlook & Calendaring), etc.

### **Certificates, Licenses, Registrations**

Valid Driver's License. Must maintain a good driving record throughout employment.

### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel; reach with hands and arms and talk or hear. The employee is frequently required to stand; walk and sit. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl and taste or smell. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

### **Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee may be exposed to fumes or airborne particles and outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; toxic or caustic chemicals; risk of electrical shock; explosives and vibration. The noise level in the work environment is usually moderate.

### **Other Qualifications**

**Tools and Equipment:** Police car, police radio, first aid equipment, personal computer, telephone, cell phone, fax, copy machine, calculator, and keyboard,

### **Other Skills and Abilities**

Ability to work flexible hours, including nights and weekends (accommodations will be made for attending school).

Successful passing of a comprehensive police background check, medical examination and drug screening, and psychological screening.

Successful completion of in-house New CSO Training and Field Training.



**Miscellaneous**

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;">✕</p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">4/3/2023</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;">Approval of a Revised Job Description for the position of Emergency Services Dispatcher/Clerk</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.5.</p>

**BACKGROUND**

The Police Department requests the approval of a revised job description for the position of Emergency Services Dispatcher/Clerk.

The job description had not been updated for almost 20 years. Most of the changes are very minimal, but include the following:

1. The Salary Level was changed from the former reference of being in a Union Contract to showing Grade 5. This is the salary that was determined in the 2015 Classification and Compensation Study and is NOT a current wage adjustment.
2. The reference to "wish to pay citations or" and "balance cash register" were removed as Court citations are processed by the Municipal Clerk employees. This change was made quite a few years ago when the duties between the Court and the Police Department were required to be segregated.
3. The requirement to type 35 wpm was removed. It was recently discovered that applicants for this position have not been given the typing test for many years. Command staff does not feel a typing test is necessary as the dispatchers don't "type" reports. A successful employee needs to have an aptitude for computers and to be able to enter small quantities of data, which is hard to have an accurate test for. Failure to be able to accurately input information and use computers should be evident within the first couple weeks on the job.

The job description was brought to the Personnel Committee on 3/20/23 and was recommended for Common Council approval.

**FISCAL IMPACT**

There is no fiscal impact to approving the job description.

**COUNCIL ACTION REQUESTED**

Motion to approve the Revised Job Description for an Emergency Services Dispatcher/Clerk.

DZ

CITY OF FRANKLIN  
Job Description

**Job Title:** Emergency Services Dispatcher/Clerk  
**Department:** Police  
**Reports To:** Communication Supervisor  
**Appointing Authority:** Chief of Police  
**Salary Level:** ~~As determined per WPPA Union Contract~~ Grade 5  
**FLSA Status:** Non-Exempt  
**Prepared By:** ~~Kenneth W. Bohn, Chief of Police~~  
**Prepared Date:** ~~January 27, 2003~~  
**Approved By:** ~~Res. 2003-5541~~  
**Approved Date:** ~~6/3/03~~

**Summary**

The Emergency Services Dispatcher/Clerk performs critical communication services and a variety of routine clerical, administrative and technical work in receiving and dispatching routine and emergency information; keeping official records; and assisting in the administration of the standard operating policies and procedures of the communications/department records center.

**Essential Duties and Responsibilities**

Monitor telephones and radio in the dispatch center, answer all incoming calls, and ascertain nature of call, gather all necessary information to transmit or relay.

Dispatch police, fire, emergency medical service, and other response vehicles for emergency and non-emergency responses; broadcast nature, location, and time of incident; contact all required personnel and other local concerns such as the fire department in the event of an emergency situation; insure the presence of reserve units by contacting personnel designated for on-call; relay information as required. Perform Emergency Medical Dispatch (EMD) inclusive of providing pre-arrival instructions ~~when requested.~~ following Milwaukee County EMS protocol when applicable to the level of certification.

Maintain logs on radio and telephone communications, location of personnel and equipment; in the event of an emergency situation, maintain on-going contact with the responding personnel and keep them informed of all incoming pertinent information; keep track of various information such as traffic lights out, streets closed, etc., and keeps emergency personnel informed.

Maintain dispatch center work area and equipment in clean and working condition.

Operate ~~two-way~~ radios as needed and assist in radio communications; operate ~~base~~ ~~portable~~ radio as required.

Compose, type, and edit correspondence, reports, memoranda, and other material requiring judgment as to content, accuracy, and completeness.

Input data to standard office and department forms, both manual and automated; make simple postings to various reports; compile and tabulate data.

Assist citizens that come into the station who wish to speak to an officer by obtaining information from them through perceptive questioning. Also assisting citizens who ~~wish to pay citations or~~ come into the station for other reasons and treating them with courtesy and dignity.

Maintain dispatch documents and records; prepare case reports.

Exercises rational judgment in all job responsibilities.

Maintains the confidence and trust of peers, subordinates, superiors, and citizens.

Other duties as assigned by the duty supervisor.

Any and all other duties as assigned by the Chief of Police.

### **Supervision**

The Emergency Services Dispatcher/Clerk works under the supervision, direction, and guidance of the Emergency Services Communications/Clerical Supervisor, or duty supervisor in the absence of the Emergency Services Communications/Clerical Supervisor.

### **Education and/or Experience**

Graduation from high school or GED equivalent. No specific work experience is required. Must be able to ~~type at least 35 words per minute and~~ pass ~~a~~ the Public Safety Telecommunicator Exam, according to Civil Service Guidelines.

### **Language Skills**

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

### **Mathematical Skills**

Ability to add and subtract ~~two-~~digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.

### **Reasoning Ability**

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

### **Computer Skills**

Ability to learn and efficiently use various computer programs including Microsoft Word, Computer Aided Dispatch, telephone and records systems, and other systems that are or may be adapted for use by the police department is required.



### **Certificates, Licenses, Registrations**

Certification on the State/National Computer System – TIME Certification

Health Care Provider CPR Certification (necessary for EMD) will be provided for pre-arrival instructions following Milwaukee County EMS-Director protocol.

### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit; use hands to operate, handle, or feel; reach with hands and arms and talk or hear. The employee is occasionally required to *stand* and walk. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision and peripheral vision.

### **Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

### **Other Qualifications**

Ability to make independent judgments, which have moderate impacts on the organization.

Ability to report to work on time.

Ability to be available for work.

Ability to maintain confidentiality of information.

Ability to apply department policies and procedures in daily operations.

Ability to handle stressful situations.

Skill in operation of the listed tools and equipment.

Ability to make quick decisions in the absence of clearly defined procedures.

Ability to enter, retrieve and analyze computer information quickly and accurately.

Ability to effectively meet and deal with the public.

Ability to perform cashier duties accurately, *inclusive of balancing a cash register.*

Ability to adjust to changes in the organization.

Ability to be positive in response to management directions.

### **Other Skills and Abilities**

**Tools and equipment used:** Personal computer including word processing software, copy machine, fax machine, telephone communications switchboard including Computer Aided Dispatch (CAD), cash register, dictation machine and two--way radio.

Monitor individuals in holding cells for proper conduct, safety, medical and other needs.

Assist in training new employees.

Monitor all weather warning systems.

Monitor all security cameras/alarms.

Balance cash register

~~Assist in the maintenance of the police department cash register by balancing monies and forwarding categorized items to the City Treasurers Office as needed.~~

### **Miscellaneous**

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The City reserves the right to eliminate the requirement for the Public Safety Telecommunicator Exam for those candidates who would be considered for a lateral transfer and possess current dispatching experience.


The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Last Update: May 7, 2003

The typing of 35wpm was removed from the job description. While proficient typing/keyboarding is required, it is difficult to measure or put a number on that skill. Dispatchers on rare occasion type supplemental reports, most often it is short typing bursts and manipulating between screens and programs. We find that the majority of applicants possess those skills and the "Computer Skills" section on this job description would include the typing skills to efficiently utilize the various computer programs used by dispatchers.;

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>4/3/2023</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Required Changes to the City of Franklin Employee Health Insurance Plan due to the end of the Public Health Emergency caused by COVID-19</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.I.e.</i></p>

***BACKGROUND***

The Biden Administration announced that the Public Health Emergency caused by COVID-19 will end on May 11, 2023. The end to this emergency will require us to give guidance to our health plan as to how we want COVID-19 Vaccines and Testing to be covered.

**COVID Vaccines –**

COVID Vaccines have been mandated to be covered under our group health plan. Typically the federal government has been paying the cost of the vaccine while our health plan paid for the administration of the vaccine. Upon expiration of the emergency the federal government will no longer be paying for the vaccine. We will still be required to cover COVID vaccines under the ACA preventive care mandate at in-network providers. We have the option of whether we cover the vaccines at out-of-network providers.

Staff recommended, and the Personnel Committee concurred at their meeting on 3/20/23, that vaccines should be covered only when obtained at an in-network provider. This would be consistent with how we cover other similar services, such as flu immunizations.

**COVID Testing –**

Currently we are mandated to cover COVID-19 tests both at a traditional facility and thru home testing and using both in and out of network facilities/suppliers. After May 11, 2023 this mandate will no longer be in effect.

At the 3/20/2023 Personnel Committee meeting, the Committee was given a list of options to choose from, which was provided by our insurance consultants, and elected to continue covering COVID testing at no charge to the employee. Unfortunately, the next day I received additional guidance from UMR, our insurance third party administrator, which showed this option was not allowed for employees on the high deductible health plan. Deductibles CANNOT be waived for COVID testing under a high deductible plan per IRS rules.

UMR standard benefit will be to cover COVID physician and lab charges the same as any other covered benefit, meaning the normal copay and/or deductible/co-insurance cost would be applicable prior to the plan paying for the charges. Over-the-counter test kits would not be covered, nor would surveillance testing (a test required to go to a concert, vacation, etc.)

The City's insurance consultants, and staff, recommend approving the standard UMR benefit for COVID testing.

***FISCAL IMPACT***

Vaccines – 248 vaccines were billed thru our insurance plan in calendar 2022. Our insurance plan only paid the administrative costs. The vaccine charge is expected to be about \$130 each. If

usage stays consistent, the additional cost to our plan will be approximately \$32,240.


Testing – the insurance plan paid \$34,302 for testing in 2022. This amount will drop significantly going forward if employees first have to pay their copay and/or deductible/co-insurance.

Combined fiscal impact to the plan is anticipated to be less than \$10,000/year.

### **COUNCIL ACTION REQUESTED**

Motion to approve covering COVID vaccines only at in-network providers and to cover COVID testing the same as any other covered benefit, as per UMR's standard coverage described above.

HR - DZ

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> April 3, 2023
<b>Reports &amp; Recommendations</b>	<b>A Resolution to Award          The 2023 Local Street Improvement Program Contract,          Including the Library Parking Lot,          to Payne &amp; Dolan, Inc., in the Amount of \$1,517,040.58</b>	<b>ITEM NO.</b> G.7.

**BACKGROUND**

On January 17, 2023, Common Council authorized Staff to advertise and bid the 2023 Local Street Improvement Program Resurfacing (LSIP), including the Franklin Public Library parking lot as an alternative bid option. The contract contains the segments receiving pulverize or mill and overlay treatments as well as resurfacing the Library parking lot. Another contract, the 2023 Local Street Preventative Maintenance Program (LSPM), was also authorized for bid on January 17, 2023, and will be brought to Common Council at a future meeting after bids are received.

The program is anticipated to begin in June with completion in September.

Portions of the following roads were included in the 2023 LSIP bid documents:

- Base Bid - W. Hawthorne Lane, W. Meadow Lane, S. 90<sup>th</sup> Street, S. 92<sup>nd</sup> Street, W. Coventry Drive, S. Nottingham Way, W. Winston Way, S. 66<sup>th</sup> Street, W. Charles Court, W. Robinwood Lane
- Alternate No. 1 - W. Woelfel Road
- Alternate No. 2 - W. Franklin Drive
- Alternate No. 3 - S. 49<sup>th</sup> Street; W. Minnesota Avenue
- Alternate No. 4 - Franklin Public Library parking lot

Three bids were received on March 23, 2023, for the 2023 LSIP.

**ANALYSIS**

The bids received were as follows (bid tab is included in the packet):

	<i>Engineer Estimate</i>	Payne & Dolan, Inc.	Wolf Paving	Stark Pavement Corp.
Base Bid	\$1,247,043.04	\$1,094,787.89	\$1,242,496.50	\$1,283,749.25
Alternate No. 1	\$114,006.05	\$106,296.95	\$120,895.50	\$119,702.25
Alternate No. 2	\$142,153.45	\$125,424.90	\$143,774.25	\$152,142.75
Alternate No. 3	\$309,372.90	\$267,310.07	\$304,858.00	\$292,942.25
Alternate No. 4	\$295,034.76	\$315,955.74	\$338,172.33	\$348,678.95

Staff requested \$2,600,000.00 for the road program and \$1,590,000.00 was adopted in the 2023 budget (47-0331-5823). The available budget for the 2023 LSIP contract is approximately \$1,280,000, as the remainder is planned for the 2023 LSPM, DPW material costs for their work within the road program, and other projects included in the City's Capital Improvement Plan.

The 2023 adopted budget includes \$450,000 for the Library parking lot resurfacing (46-0331-5836).

Staff recommends the award of the base bid, alternate no. 1, and alternate no. 4 to Payne & Dolan, Inc., in the amount of \$1,517,040.58.

Portions of the following streets would be included in the awarded contract: W. Hawthorne Lane; W. Meadow Lane; S. 90<sup>th</sup> Street; S. 92<sup>nd</sup> Street; W. Coventry Drive; S. Nottingham Way; W. Winston Way; S. 66<sup>th</sup> Street; W. Charles Court; W. Robinwood Lane; W. Woelfel Road; and the Franklin Public Library parking lot. A map of the program is included in the packet as well.

The following streets were included as alternates no. 2 and no. 3 and would not be awarded: W. Franklin Drive; S. 49<sup>th</sup> Street; and W. Minnesota Avenue.

At the time of bid opening, two bidders did not submit a hard copy of a bid bond to the City Clerk as instructed. The third used Surety2000 service online, however the bid bond through Surety2000 was not validated on our bidding provider Quest at the time of bid opening. All three bidders uploaded electronic copies of their bid bond/Surety2000 bid bond on Quest. Electronic copies of bid bonds at the time of bid opening is the accepted procedure for most municipalities. Hard copies of the two bid bonds were delivered to the City Clerk on Friday March 24 and the Surety2000 bid bond was validated. Staff recommends that since all bidders were equally non-responsive, yet all had executed bid bonds, the irregularities in bidding should be acknowledged and waived.

**OPTIONS**

1. Award the base bid, alternate no. 1, and alternate no. 4, or
2. Other direction from the Common Council.

**FISCAL NOTE**

The 2023 Adopted Budget allocated \$1,590,000 in available funds for the City’s road program (47-0331-5823) and \$450,000 for the Library parking lot (46-0331-5836).

	<b>Road Program</b>	<b>Library Parking Lot</b>
	<b>GL 47-0331-5823</b>	<b>GL 46-0331-5836</b>
47-0331-5823	\$1,590,000.00	--
46-0331-5836	--	\$450,000.00
Base bid	-\$1,094,787.89	--
Alternate no. 1	-\$106,296.95	--
Alternate no. 4	--	-\$315,955.74
Anticipated 2023 LSPM	-\$120,000.00	--
DPW/material costs	-\$100,000.00	-\$60,000.00
Other projects from 5823	-\$90,000.00	--
Remainder/contingent	\$78,915.16	\$74,044.26

**COUNCIL ACTION REQUESTED**

Motion to adopt Resolution No. 2023 - \_\_\_\_\_, a resolution to award the 2023 Local Street Improvement Program contract, including the Library parking lot, to Payne & Dolan, Inc., in the amount of \$1,517,040.58.

Engineering: TAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2023- \_\_\_\_\_

A RESOLUTION TO AWARD  
THE 2023 LOCAL STREET IMPROVEMENT PROGRAM CONTRACT,  
INCLUDING THE LIBRARY PARKING LOT,  
TO PAYNE & DOLAN, INC., IN THE AMOUNT OF \$1,517,040.58

-----  
WHEREAS, the City of Franklin advertised and solicited bids for the 2022 Local Street Improvement Program Resurfacing; and

WHEREAS, the Franklin Public Library parking lot was included as an alternate bid option; and

WHEREAS, four bids were received on March 23, 2023 and Payne & Dolan, Inc. was the lowest responsive and responsible bidder; and

WHEREAS, Payne & Dolan, Inc. is a qualified public works contractor; and

WHEREAS, DPW expenses and overruns are budgeted at 14 percent of the expenses; and

WHEREAS, the 2023 City Budget included \$1,590,000 for street improvements and \$450,000 for the Library parking lot improvements; and

WHEREAS, none of the three bidders submitted bid bonds in accordance with the instructions to bidders, yet all three were found to have valid and executed bid bonds; and

WHEREAS, it is in the best interest of the City as recommended by the City's Staff to waive bidding irregularities related to bid bonds and award the contract for the 2023 Local Street Improvement Program, including the Library parking lot, in the amount of \$1,517,040.58 to Payne & Dolan, Inc.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the 2023 Local Street Improvement Program contract to Payne & Dolan, Inc.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Payne & Dolan, Inc. on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

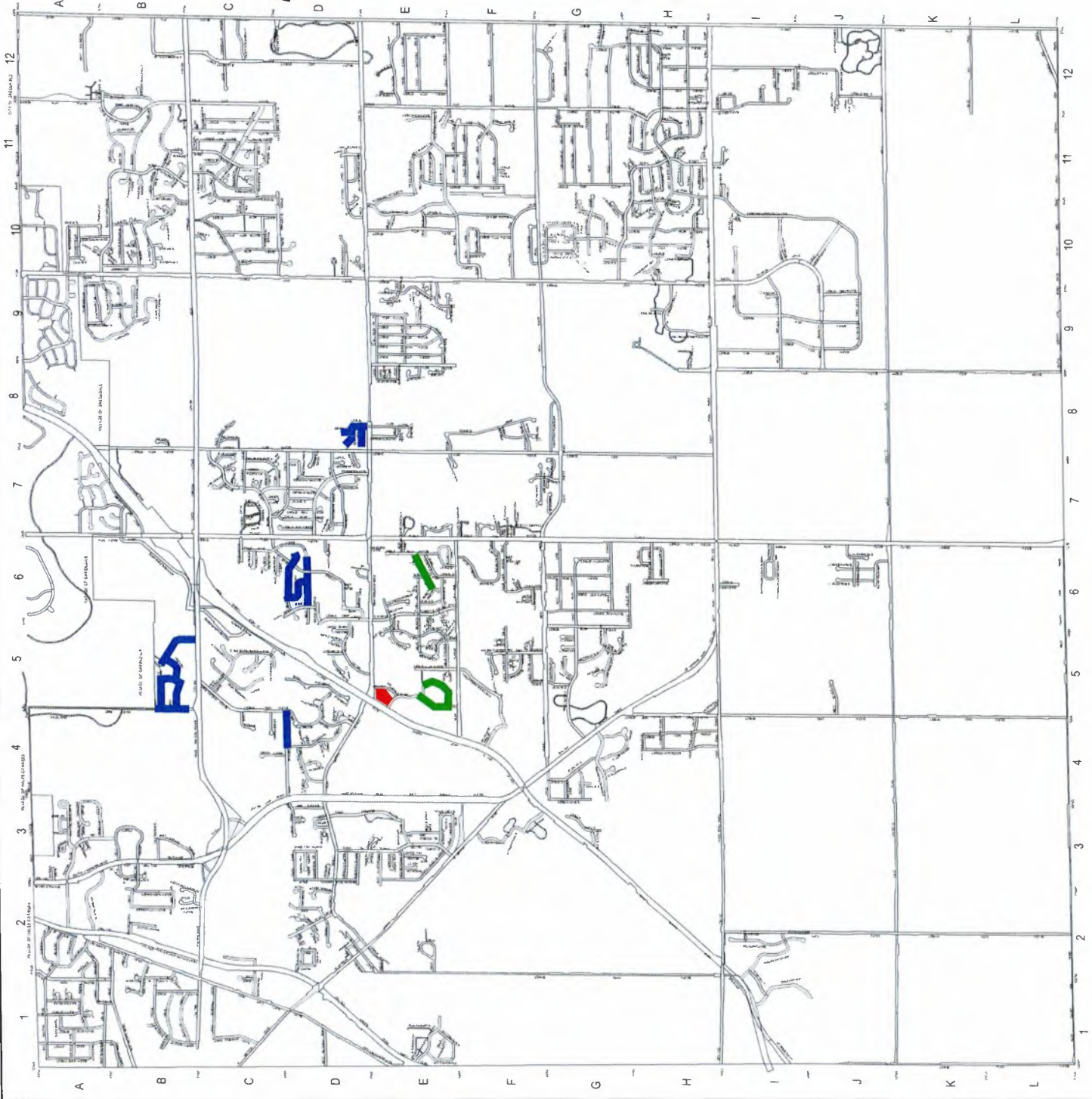


# CITY OF FRANKLIN 2023 Local Street Improvement Program



3,000 1,500 0 3,000 Feet

-  PULVERIZE/MILL & OVERLAY
-  LIBRARY PARKING LOT
-  SPOT CONCRETE CURB & GUTTER REPLACEMENT



2023 Local Street Improvement Program (#8399820)  
 Owner: City of Franklin, WI  
 Solicitor: City of Franklin, WI  
 03/23/2023 11:00 AM CDT

BASE BID NO. 1												
Line Item	Item Code	Item Description	Unit	Quantity	Engineer Estimate Unit Price	Extension	Payne & Dolan, Inc. Unit Price	Extension	Wolf Paving Unit Price	Extension	Stark Pavement Corp. Unit Price	Extension
1		1 Pulverize Asphaltic Pavement	SY	5500	\$2.50	\$13,750.00	\$2.93	\$16,115.00	\$3.00	\$16,500.00	\$1.00	\$5,500.00
2		2 Mill Asphaltic Pavement	SY	26110	\$2.50	\$65,275.00	\$2.16	\$56,397.60	\$3.00	\$78,330.00	\$3.00	\$78,330.00
3		3 HMA Pavement (3 LT 58-28 S)	TON	1245	\$83.93	\$104,492.85	\$62.14	\$77,364.30	\$79.00	\$98,355.00	\$78.85	\$98,168.25
4		4 HMA Pavement (5 LT 58-28 H)	TON	5940	\$90.93	\$540,124.20	\$76.42	\$453,934.80	\$87.00	\$516,780.00	\$87.50	\$519,750.00
5		5 Tack Coat	GAL	4045	\$2.46	\$9,966.88	\$2.27	\$9,182.15	\$3.00	\$12,135.00	\$3.50	\$14,157.50
6		6 Base Aggregate Stabilization	TON	348	\$19.80	\$6,890.40	\$41.79	\$14,542.92	\$49.00	\$17,052.00	\$20.00	\$6,960.00
7		7 Remove and Replace Asphalt Binder	TON	435	\$95.00	\$41,325.00	\$87.59	\$38,101.65	\$135.00	\$58,725.00	\$120.00	\$52,200.00
8		8 Remove and Replace Concrete Curb & Gutter	LF	2776	\$65.29	\$181,231.16	\$64.75	\$179,746.00	\$52.50	\$145,740.00	\$72.50	\$201,260.00
9		9 Adjust and Repair Sanitary Manhole	EA	25	\$1,375.00	\$34,375.00	\$1,363.33	\$34,083.25	\$1,500.00	\$37,500.00	\$1,900.00	\$47,500.00
10		10 Adjust and Repair Water Valve Box	EA	17	\$275.00	\$4,675.00	\$600.00	\$10,200.00	\$300.00	\$5,100.00	\$500.00	\$8,500.00
11		11 Adjust and Repair Storm Inlet	EA	9	\$1,697.85	\$15,280.65	\$1,235.00	\$11,115.00	\$1,200.00	\$10,800.00	\$2,000.00	\$18,000.00
12		12 Rebuild or Replace Storm Inlet	EA	34	\$4,227.85	\$143,746.90	\$4,000.00	\$136,000.00	\$4,000.00	\$136,000.00	\$4,800.00	\$163,200.00
13		13 Adjust and Repair Storm Manhole	EA	27	\$1,700.00	\$45,900.00	\$1,333.64	\$36,008.28	\$1,000.00	\$27,000.00	\$1,400.00	\$37,800.00
14		14 Inlet Covers	EA	5	\$4,000.00	\$20,000.00	\$975.00	\$4,875.00	\$1,800.00	\$9,000.00	\$2,500.00	\$12,500.00
15		15 Remove and Replace Concrete Sidewalk	SF	400	\$10.00	\$4,000.00	\$10.00	\$4,000.00	\$10.00	\$4,000.00	\$16.00	\$6,400.00
16		16 Pavement Marking Paint 4-Inch White	LF	2050	\$2.00	\$4,100.00	\$0.85	\$1,742.50	\$0.85	\$1,742.50	\$0.85	\$1,742.50
17		17 Pavement Marking Paint 4-Inch Yellow	LF	2460	\$2.00	\$4,920.00	\$0.85	\$2,091.00	\$0.85	\$2,091.00	\$0.85	\$2,091.00
18		18 Base Aggregate Dense 3/4-Inch	TON	174	\$25.00	\$4,350.00	\$35.00	\$6,090.00	\$29.00	\$5,045.00	\$35.00	\$6,090.00
19		19 Curb Ramp Detectable Warning Field Yellow	EA	4	\$440.00	\$1,760.00	\$380.00	\$1,520.00	\$600.00	\$2,400.00	\$400.00	\$1,600.00
20		20 Construction Staking Curb Ramps	EA	4	\$220.00	\$880.00	\$419.61	\$1,678.44	\$800.00	\$3,200.00	\$500.00	\$2,000.00
<b>BASE BID NO. 1 TOTAL</b>						<b>\$1,247,043.04</b>		<b>\$1,094,787.89</b>		<b>\$1,242,496.50</b>		<b>\$1,283,749.25</b>

MANDATORY ALTERNATE NO. 1 (W. WOELFEL RD)												
Line Item	Item Code	Item Description	Unit	Quantity	Engineer Estimate Unit Price	Extension	Payne & Dolan, Inc. Unit Price	Extension	Wolf Paving Unit Price	Extension	Stark Pavement Corp. Unit Price	Extension
21		2 Mill Asphaltic Pavement	SY	3305	\$2.50	\$8,262.50	\$2.95	\$9,749.75	\$3.50	\$11,567.50	\$3.25	\$10,741.25
22		4 HMA Pavement (5 LT 58-28 H)	TON	710	\$90.93	\$64,560.30	\$79.02	\$56,104.20	\$89.90	\$63,829.00	\$88.10	\$62,551.00
23		5 Tack Coat	GAL	460	\$2.46	\$1,131.60	\$2.27	\$1,044.20	\$3.00	\$1,380.00	\$3.50	\$1,610.00
24		6 Base Aggregate Stabilization	TON	88	\$19.80	\$1,742.40	\$46.30	\$4,074.40	\$52.00	\$4,576.00	\$20.00	\$1,760.00
25		7 Remove and Replace Asphalt Binder	TON	120	\$95.00	\$11,400.00	\$87.37	\$10,484.40	\$135.00	\$16,200.00	\$120.00	\$14,400.00
26		8 Remove and Replace Concrete Curb & Gutter	LF	30	\$65.29	\$1,958.55	\$75.00	\$2,250.00	\$105.00	\$3,150.00	\$100.00	\$3,000.00
27		9 Adjust and Repair Sanitary Manhole	EA	6	\$1,375.00	\$8,250.00	\$1,400.00	\$8,400.00	\$1,500.00	\$9,000.00	\$1,900.00	\$11,400.00
28		10 Adjust and Repair Water Valve Box	EA	7	\$275.00	\$1,925.00	\$700.00	\$4,900.00	\$300.00	\$2,100.00	\$500.00	\$3,500.00
29		11 Adjust and Repair Storm Inlet	EA	1	\$1,697.85	\$1,697.85	\$1,275.00	\$1,275.00	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00
30		12 Rebuild or Replace Storm Inlet	EA	1	\$4,227.85	\$4,227.85	\$4,175.00	\$4,175.00	\$4,000.00	\$4,000.00	\$4,800.00	\$4,800.00
31		16 Pavement Marking Paint 4-Inch White	LF	2200	\$2.00	\$4,400.00	\$0.85	\$1,870.00	\$0.85	\$1,870.00	\$0.85	\$1,870.00
32		17 Pavement Marking Paint 4-Inch Yellow	LF	2200	\$2.00	\$4,400.00	\$0.85	\$1,870.00	\$0.85	\$1,870.00	\$0.85	\$1,870.00
33		18 Base Aggregate Dense 3/4-Inch	TON	2	\$25.00	\$50.00	\$50.00	\$100.00	\$75.00	\$150.00	\$100.00	\$200.00
<b>MANDATORY ALTERNATE BID NO. 1 TOTAL</b>						<b>\$114,006.05</b>		<b>\$106,296.95</b>		<b>\$120,892.50</b>		<b>\$119,702.25</b>




MANDATORY ALTERNATE NO. 2 (W. FRANKLIN DR)												
Line Item	Item Code	Item Description	Unit	Quantity	Engineer Estimate Unit Price	Extension	Payne & Dolan, Inc. Unit Price	Extension	Wolf Paving Unit Price	Extension	Stark Pavement Corp. Unit Price	Extension
34	2	Mill Asphaltic Pavement	SY	4760	\$2.50	\$11,900.00	\$2.74	\$13,042.40	\$3.00	\$14,280.00	\$4.40	\$20,944.00
35	21	HMA Pavement (4 HT 58-28 V)	TON	750	\$98.93	\$74,197.50	\$77.11	\$57,832.50	\$99.60	\$74,700.00	\$90.00	\$67,500.00
36	5	Tack Coat	GAL	335	\$2.46	\$824.10	\$2.27	\$760.45	\$3.00	\$1,005.00	\$3.50	\$1,172.50
37	7	Remove and Replace Asphalt Binder	TON	65	\$95.00	\$6,175.00	\$98.84	\$6,424.60	\$135.00	\$8,775.00	\$135.00	\$8,775.00
38	8	Remove and Replace Concrete Curb & Gutter	LF	370	\$65.29	\$24,155.45	\$69.51	\$25,718.70	\$70.00	\$25,900.00	\$76.50	\$28,305.00
39	9	Adjust and Repair Sanitary Manhole	EA	1	\$1,375.00	\$1,375.00	\$1,450.00	\$1,450.00	\$1,500.00	\$1,500.00	\$1,900.00	\$1,900.00
40	10	Adjust and Repair Water Valve Box	EA	1	\$275.00	\$275.00	\$750.00	\$750.00	\$300.00	\$300.00	\$500.00	\$500.00
41	11	Adjust and Repair Storm Inlet	EA	2	\$1,697.85	\$3,395.70	\$1,275.00	\$2,550.00	\$1,200.00	\$2,400.00	\$2,000.00	\$4,000.00
42	12	Rebuild or Replace Storm Inlet	EA	2	\$4,227.85	\$8,455.70	\$4,175.00	\$8,350.00	\$4,000.00	\$8,000.00	\$4,800.00	\$9,600.00
43	13	Adjust and Repair Storm Manhole	EA	6	\$1,700.00	\$10,200.00	\$1,250.00	\$7,500.00	\$1,000.00	\$6,000.00	\$1,400.00	\$8,400.00
44	16	Pavement Marking Paint 4-Inch White	LF	325	\$2.00	\$650.00	\$0.85	\$276.25	\$0.85	\$276.25	\$0.85	\$276.25
45	18	Base Aggregate Dense 3/4-Inch	TON	22	\$25.00	\$550.00	\$35.00	\$770.00	\$29.00	\$638.00	\$35.00	\$770.00
						\$142,153.45		\$125,424.90		\$143,774.25		\$152,142.75
MANDATORY ALTERNATE BID NO. 2 TOTAL												

MANDATORY ALTERNATE NO. 3 (W. MINNESOTA AVE, S. 49TH ST)												
Line Item	Item Code	Item Description	Unit	Quantity	Engineer Estimate Unit Price	Extension	Payne & Dolan, Inc. Unit Price	Extension	Wolf Paving Unit Price	Extension	Stark Pavement Corp. Unit Price	Extension
46	1	Pulverize Asphaltic Pavement	SY	9915	\$2.50	\$24,787.50	\$2.59	\$25,679.85	\$3.00	\$29,745.00	\$1.00	\$9,915.00
47	3	HMA Pavement (3 LT 58-28 S)	TON	2135	\$83.93	\$179,190.55	\$60.24	\$128,612.40	\$77.00	\$164,395.00	\$78.85	\$168,344.75
48	4	HMA Pavement (5 LT 58-28 H)	TON	915	\$90.93	\$83,200.95	\$89.94	\$82,295.10	\$86.80	\$79,422.00	\$90.00	\$82,350.00
49	5	Tack Coat	GAL	695	\$2.46	\$1,709.70	\$2.27	\$1,577.65	\$3.00	\$2,085.00	\$3.50	\$2,432.50
50	6	Base Aggregate Stabilization	TON	99	\$19.80	\$1,960.20	\$49.47	\$4,897.53	\$49.00	\$4,851.00	\$20.00	\$1,980.00
51	9	Adjust and Repair Sanitary Manhole	EA	12	\$1,375.00	\$16,500.00	\$1,400.36	\$16,804.32	\$1,500.00	\$18,000.00	\$1,900.00	\$22,800.00
52	15	Remove and Replace Concrete Sidewalk	SF	200	\$10.00	\$2,000.00	\$8.02	\$1,604.00	\$17.22	\$3,444.00	\$16.00	\$3,200.00
53	18	Base Aggregate Dense 3/4-Inch	TON	4	\$4.00	\$16.00	\$50.00	\$200.00	\$29.00	\$116.00	\$30.00	\$120.00
54	19	Curb Ramp Detectable Warning Field Yellow	EA	2	\$2.00	\$4.00	\$400.00	\$800.00	\$600.00	\$1,200.00	\$400.00	\$800.00
55	20	Construction Staking Curb Ramps	EA	2	\$2.00	\$4.00	\$419.61	\$839.22	\$800.00	\$1,600.00	\$500.00	\$1,000.00
						\$309,372.90		\$267,310.07		\$304,858.00		\$292,942.25
MANDATORY ALTERNATE BID NO. 3 TOTAL												

MANDATORY ALTERNATE NO. 4 (LIBRARY PARKING LOT)												
Line Item	Item Code	Item Description	Unit	Quantity	Engineer Estimate Unit Price	Extension	Payne & Dolan, Inc. Unit Price	Extension	Wolf Paving Unit Price	Extension	Stark Pavement Corp. Unit Price	Extension
56	2	Mill Asphaltic Pavement	SY	6940	\$2.50	\$17,350.00	\$3.03	\$21,028.20	\$3.60	\$24,984.00	\$5.00	\$34,700.00
57	3	HMA Pavement (3 LT 58-28 S)	TON	1040	\$83.93	\$87,287.20	\$67.50	\$70,200.00	\$79.20	\$82,368.00	\$80.00	\$83,200.00
58	4	HMA Pavement (5 LT 58-28 H)	TON	620	\$90.93	\$56,376.60	\$94.78	\$58,763.60	\$93.00	\$57,660.00	\$95.00	\$58,900.00
59	5	Tack Coat	GAL	490	\$2.46	\$1,207.36	\$2.27	\$1,112.30	\$3.00	\$1,470.00	\$3.50	\$1,715.00
60	6	Base Aggregate Stabilization	TON	1945	\$19.80	\$38,511.00	\$37.35	\$72,645.75	\$37.00	\$71,965.00	\$20.00	\$38,900.00
61	8	Remove and Replace Concrete Curb & Gutter	LF	435	\$65.29	\$28,401.15	\$63.69	\$27,705.15	\$75.00	\$32,625.00	\$75.00	\$32,625.00
62	11	Adjust and Repair Storm Inlet	EA	7	\$1,697.85	\$11,884.95	\$1,275.00	\$8,925.00	\$1,200.00	\$8,400.00	\$2,000.00	\$14,000.00
63	17	Pavement Marking Paint 4-Inch Yellow	LF	3687	\$2.00	\$7,374.00	\$0.40	\$1,474.80	\$0.59	\$2,175.33	\$0.85	\$3,133.95
64	18	Base Aggregate Dense 3/4-Inch	TON	70	\$25.00	\$1,750.00	\$35.00	\$2,450.00	\$29.00	\$2,030.00	\$30.00	\$2,100.00
65	19	Curb Ramp Detectable Warning Field Yellow	EA	17	\$440.00	\$7,480.00	\$400.00	\$6,800.00	\$600.00	\$10,200.00	\$400.00	\$6,800.00
66	22	Prepare Foundation for Asphaltic Pavement	LS	1	\$10,000.00	\$10,000.00	\$16,889.04	\$16,889.04	\$16,500.00	\$16,500.00	\$50,000.00	\$50,000.00
67	23	Pavement Marking Paint Symbols	EA	5	\$300.00	\$1,500.00	\$20.00	\$100.00	\$21.00	\$105.00	\$55.00	\$275.00
68	24	Parking Lot-ADA Compliant Sidewalk	SF	1705	\$12.50	\$21,312.50	\$15.18	\$25,881.90	\$15.00	\$25,575.00	\$11.00	\$18,755.00
69	25	Parking Lot-ADA Compliant Signing	EA	5	\$500.00	\$2,500.00	\$222.00	\$1,110.00	\$260.00	\$1,300.00	\$325.00	\$1,625.00
70	26	Parking Lot-Vehicle Stops	EA	6	\$350.00	\$2,100.00	\$145.00	\$870.00	\$135.00	\$810.00	\$325.00	\$1,950.00
						\$295,034.76		\$315,955.74		\$338,172.33		\$348,678.95
MANDATORY ALTERNATE BID NO. 4 TOTAL												

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> <b>April 3, 2023</b>
<b>Reports &amp; Recommendations</b>	<b>Vacate a Service Road from S. 60<sup>th</sup> Street to S. 58<sup>th</sup> Street Located on the South Side of W. Ryan Road Between S. 60<sup>th</sup> Street and S. 58<sup>th</sup> Street (Part of the NW ¼ of Section 26, Township 5, Range 21 East in the City of Franklin, Milwaukee County, Wisconsin)</b>	<b>ITEM NO.</b>  G.8.

**BACKGROUND**

Dorsey Trailer Sales WI (Spellman Trailer) located at 5921 W. Ryan Road has requested that the City right-of-way on the north side of their parcels (between S. 60<sup>th</sup> Street and S. 58<sup>th</sup> Street along the south right-of-way of W. Ryan Road) be vacated and transferred to them. This right-of-way was created with Certified Survey Map (CSM) 1330 in 1970 as a “service road” in addition to the expanded right-of-way for W. Ryan Road (STH 100). As the City accepted and signed the CSM documents, the City is the owner of this right of way.

The right-of-way vacation process was commenced by the Common Council by the introduction of a Resolution on January 3, 2023. The Plan Commission considered this matter on March 23, 2023 and recommended that the Common Council approve the Street Vacation.

Staff is still working with Spellman trailer on various issues, including the land combination process and easements for the signage/landscaping. This issue is not ready for full discussion or approval.

Staff recommends that this matter be tabled until all applicable items are ready for discussion

**RECOMMENDATION**

Motion to table to a future agenda when ready for consideration.

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;">X</p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">April 3, 2023</p>
<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p>An Ordinance to Amend the Municipal Code, §92-2 Adoption of Standards; Administration and Enforcement, of Chapter 92 Building Construction</p>	<p><b>ITEM NUMBER</b></p> <p style="text-align: center;">G 9.</p>

The Wisconsin 2013 Act 270 establishes a uniform Commercial Building Code in Wisconsin. This law extended the statewide uniformity of the Dwelling Code to Commercial Building codes and standards also.

To maintain our status as an enforcing municipality we are required to keep current a municipal ordinance showing a) adoption of the Wisconsin State Code applicable chapters, b) authorization of municipal code official to enforce, c) duty of owners to submit for permits, d) fee schedule or reference to fees to be set by resolution, e) appeals process, and f) fines and penalties.

The purpose of these amendments is to correct outdated references in the current ordinance language and ensure current and future compliance with the State Statutes pertaining to the regulation of building construction within the City of Franklin.

**COUNCIL ACTION REQUESTED**

A motion to adopt An Ordinance to Amend the Municipal Code, §92-2 Adoption of Standards; Administration and Enforcement, of Chapter 92 Building Construction.

ORDINANCE NO. 2023-\_\_\_\_\_

AN ORDINANCE TO AMEND THE MUNICIPAL CODE, §92-2 ADOPTION OF STANDARDS; ADMINISTRATION AND ENFORCEMENT, OF CHAPTER 92 BUILDING CONSTRUCTION

WHEREAS, Municipal Code §92-2 Adoption of Standards; Administration and Enforcement, of Chapter 92 Building Construction, is in need of updating for compliance with the Wisconsin Administrative Code; and

WHEREAS, the Director of Inspection Services having recommended such amendment to §92-2 and the Common Council having found same to be reasonable and required.

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

SECTION 1: §92-2 Adoption of Standards; Administration and Enforcement, of the Municipal Code of Franklin, Wisconsin, is hereby amended to read as follows *[note: deletions appear in strike-through text; additions appear in double-underlined text; unchanged text is not highlighted]*:

§92-2 Adoption of Standards; Administration and Enforcement.

- A. The City hereby adopts and incorporates by reference—~~the Wisconsin Uniform Dwelling Code, as amended from time to time;~~ the Wisconsin Uniform Building Code, as amended from time to time, ~~excepting that § 30.20(3)(d) shall be amended to read as follows: "wood frame construction, on parcels of land having an area of 40,000 square feet or more, 900 square feet."~~; the Wisconsin Administrative Code Chapters  
SPS 302.31 Plan Review Fee Schedule  
SPS 305 Credentials  
SPS 316 Electrical Code  
SPS 320-325 Uniform Dwelling Code  
SPS 327 Campgrounds  
SPS 361-366 Commercial Building Code  
SPS 375-379 Buildings Constructed Prior to 1914  
SPS 381-387 Uniform Plumbing Code ILHR 50 through 64, 66, 69 and 70, as amended from time to time.  
The City has adopted the Certified Municipality Status as described in SPS 361.60 of the Wisconsin Administrative Code.

- B. ~~The Building Inspector, as certified by the Department of Commeree, is hereby authorized and directed to administer and enforce all of the provisions of this section.~~ The Building Inspector as certified by the Department of Safety and Professional Services, is hereby authorized and directed to administer and enforce all the provisions of this section.
- C. ~~No person shall build or cause to be built any new public building containing less than 50,000 cubic feet in total volume or alter a public building with less than 100,000 cubic feet in total volume without first obtaining a building permit for such building. Such building permit shall be issued by the City upon approval of required drawings, specifications and calculations. A copy of such permit issued shall be filed with the City Building Department.~~ No owner or contractor may commence construction of any building or mechanical system prior to obtaining a valid permit from the Department of Inspection Services.
- D. The building permit fee shall be determined by the City Council.
- E. The City Council shall provide for the enforcement of this section and all other laws and ordinances relating to buildings by means of the withholding of building permits, imposition of forfeitures and ~~injunction~~injuncture action, according to Wis. Stat. § 62.23(9), ~~Wis. Stats.~~

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

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

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ORDINANCE NO. 2023-\_\_\_\_\_

Page 3

APPROVED:

ATTEST:

\_\_\_\_\_  
Stephen R. Olson, Mayor

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_



<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>JK</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>4/3/2023</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>A Resolution Terminating Tax Incremental Finance District #4 (Ascension Hospital)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G 10.</p>

**BACKGROUND**

On June 21, 2005, the Council approved a Resolution and Tax Incremental Financing (TIF) Project Plan for a new Tax Incremental District (TID) identified as TID #4. The purpose for creating the TID was to improve road infrastructure and promote quality development in the district. In 2018, the Council approved additional project costs for infrastructure to support the new corporate park to the west of S. 27<sup>th</sup> Street.

With the upcoming April 18th deadline to notify the Wisconsin Department of Revenue (DOR) of a TID termination for the current year, staff is submitting this request to close this TID in 2023.

**ANALYSIS**

All of the projects included in the project plan for TID #4 have been completed, and TID #4 has generated enough tax increment to pay off all of its obligations. The TID has no remaining debt. The 2005 base value of the TID was \$19,817,900 and the 2022 value is \$80,532,100. An increase of \$60,714,200.

The State allows a one-time levy limit increase in the year a TID is terminated. Approximately 50% of the increment may be used. 50% of the 2022 increment is \$30,357,100. When multiplied by the 2022 tax rate of approx. \$17.40/\$1,000 of assessed value, the result is approx. \$528,200 of additional tax levy allowed.

Any remaining funds will be distributed back to the affected taxing entities.

After termination, staff will complete the following:

- Notify the DOR of the termination, as well as forward the Final Audit Submission Date Agreement (form PE-223) to them;
- Engage the City's independent auditor to complete the required close-out audit; and
- Distribute any remaining funds to all affected taxing entities.

**FISCAL IMPACT**

Upon dissolution, the tax increment for this district will be converted to general tax revenue for all subsequent tax years, and any remaining funds in the account will be divided among all of the taxing entities according to Wisconsin Department of Revenue regulations.

**RECOMMENDATION**

Staff recommends adoption of the above noted resolution.

**COUNCIL ACTION REQUESTED**

Motion to approve Resolution No. 2023-\_\_\_\_, A Resolution Terminating Tax Incremental Finance District #4; and to authorize staff to proceed with the final closure steps.

ROLL CALL VOTE REQUIRED

TSB

STATE OF WISCONSIN: CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2023-\_\_\_\_\_

A RESOLUTION TERMINATING TAX INCREMENTAL FINANCE DISTRICT #4

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WHEREAS, on June 21, 2005, the City of Franklin Common Council adopted Resolution No. 2005-5907, creating Tax Incremental Finance District #4 (TID #4), a mixed-use district, with an effective date of January 1, 2005, to improve road infrastructure and promote quality development in the district, and adopted a project plan in the same year; and

WHEREAS, in 2018, the City of Franklin Common Council approved additional project costs for infrastructure to support the new Corporate Park to the west of S. 27<sup>th</sup> Street; and

WHEREAS, all of the projects included in the project plan have been completed and all obligations of the District have been met in the prescribed allowed time; and

WHEREAS, sufficient increment was collected as of the 2022 tax roll, to cover TID #4 project costs; and

WHEREAS, Wisconsin State Statutes require that when a municipality recovers its costs incurred in a district, that District shall be dissolved.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, that Tax Increment Finance District #4 is hereby terminated; and

BE IT FURTHER RESOLVED, that the City Clerk shall notify the Wisconsin Department of Revenue (DOR), within sixty days of this resolution or prior to the deadline of April 18, 2023, whichever comes first, that the TID has been terminated; and

BE IT FURTHER RESOLVED, that the City Clerk shall sign the required DOR Final Accounting Submission Date Form (PE-223) agreeing on a date by which the City shall submit the final accounting information to the DOR; and

BE IT FURTHER RESOLVED, that the City Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares as determined in the final audit by the City's auditor, CliftonLarsonAllen LLP (CLA).

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 3rd day of April, 2023.

Resolution introduced and adoption moved by Alderperson \_\_\_\_\_. Motion for adoption seconded by Alderperson \_\_\_\_\_. On a roll call motion passed by a vote of \_\_\_\_\_ ayes to \_\_\_\_\_ nays.

APPROVED:

\_\_\_\_\_  
Stephen R Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L Kastenson, City Clerk

RES 2022-\_\_\_\_  
AMEND RES. 2013-6920  
AUTHORITY FOR  
DISBURSEMENT

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>K</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">4/3/2023</p>
<p><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;">Resolution Approving the Third Amendment to Site Agreement Between the City of Franklin and American Towers, LLC For a Portion of the Property Located at 5550 W. Airways Avenue</p>	<p><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G. 11.</i></p>

**BACKGROUND**

A lease consultant with MD7 has approached the City on behalf of American Towers, LLC regarding an amendment of the current agreement for the cell tower site at 5550 W. Airways Avenue. The purpose of the request was to seek more favorable terms to the lease. The City Attorney's office negotiated with the representative from MD7 and was able to eliminate some of the proposed provisions that were unfavorable to the City while also adding a few new provisions that are more favorable. However, MD7 and American Towers were unwilling to budge from their request to reduce the escalator clause from its current 20% per term (every 5 years) to 10% per term.

**ANALYSIS**

After negotiations between the City Attorney's office and the lease consultant, the proposed amendment provides for the following significant terms:

1. Extends the potential term of the lease for two additional 5-year terms; extending the lease from 2064 to 2074.
2. Reduces the current escalator clause from 20% per term to 10 % per term.
3. Amends the termination provisions to provide for a 24-month early termination fee in the event that the tenant terminates mid-term.
4. Adds a provision that clarifies the tenant's responsibilities for site restoration upon termination.
5. Clarifies the handling of property tax payments.

While the provisions identified in numerals 1, 3 and 4 are positive for the City, the refusal to budge from numeral 2 is problematic. For example, the present rent is \$45,000 per year. That is scheduled to go up 20%, to \$54,000 a year, in October of 2024. Under the proposed revision, that increase would be to \$49,500. Thus, the City would lose \$4,500 a year over the next 5 years (\$22,500 total), resulting in over \$3million less over the course of the entire lease.

Not approving the proposed amendment would result in the current lease remaining in place under its existing terms until 2064, unless terminated sooner. The term extension in 2024 would provide American Tower an opportunity to terminate the lease, so there is some risk that they could choose to do so. However, this may be unlikely given that (a) they have existing leases with carriers for space on the tower and (b) finding a new tower location would likely cost between \$150,000 to \$300,000. Also recall that the First Amendment to the Site Agreement (which extended the term of the lease beyond 2024) was entered into in 2016, and the Second Amendment (which expanded the area of the leased premises to add more ground equipment) was entered into in 2018. Thus, while they have identified a potential cost savings, they have also recently invested in this site location. Staff recommendation is to reject the proposed amendment.

**COUNCIL ACTION REQUESTED**

1. A Motion to Approve a Resolution Approving the Third Amendment to Site Agreement Between the City of Franklin and American Towers, LLC For a Portion of the Property Located at 5550 W. Airways Avenue, or such other action as the Common Council deems appropriate.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2023-\_\_\_\_\_

RESOLUTION APPROVING THE THIRD AMENDMENT TO SITE AGREEMENT BETWEEN THE CITY OF FRANKLIN AND AMERICAN TOWERS, LLC FOR A PORTION OF THE PROPERTY LOCATED AT 5550 W. AIRWAYS AVENUE

WHEREAS, the City and American Towers have an existing site lease agreement for a cellular telecommunications tower located on the City property located at 5550 W. Airways Avenue; and

WHEREAS, a representative from MD7, on behalf of American Towers, has approached the City to discuss certain extensions and modifications of the Site Agreement; and

WHEREAS, the Common Council desires to amend the Site Agreement as presented in the proposed Third Amendment to Site Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Third Amendment to Site Agreement for the telecommunications tower at 5550 W. Airways Avenue with American Towers, LLC be approved in the form as attached subject to any typographical or technical changes deemed necessary and appropriate by the City Attorney.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute the same.

Introduced by Ald. \_\_\_\_\_ at a regular meeting of the Common Council of the City of Franklin the 3rd day of April, 2023.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 3rd day of April, 2023.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

### THE THIRD AMENDMENT TO SITE AGREEMENT

This Third Amendment to Site Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Franklin, Wisconsin ("Landlord")** and **American Towers LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

#### RECITALS

**WHEREAS**, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

**WHEREAS**, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Agreement dated October 1, 1999 (the "**Original Lease**"), as amended by that certain First Amendment to Lease Agreement, dated December 29, 2016 (the "**First Amendment**"), as amended by that certain Second Amendment to Lease Agreement, dated October 16, 2018 (the "**Second Amendment**") (collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

**WHEREAS**, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on October 1, 1999 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on September 30, 2064. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of two (2) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**") Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease, as amended herein, at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease, as amended herein, only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.
- 2. Rent and Escalation.** The Parties agree and acknowledge that the current rent payable from Tenant to Landlord under the lease is **Forty-five thousand and 00/100 Dollars (\$45,000.00)** per year (the "**Rent**").

Commencing on October 1, 2024 and on the beginning of each Renewal Term thereafter, Rent due under the Lease, as amended herein, shall increase by an amount equal to **ten percent (10%)** of the then current Rent. In the event of any overpayment of Rent or Collocation Fee (as defined below) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Franklin, Wisconsin**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.

3. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
4. **Termination.** Section 11 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date termination of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. This Lease may be terminated on as provided herein:
- (a) By either Party on sixty (60) days prior written notice, if the other Party remains in default after the applicable cure periods have expired;
  - (b) By Tenant upon written notice to Landlord, if Tenant after making its best efforts is unable to obtain or maintain any required approval(s) or the issuance of a license or permit by any agency, board, court, or other governmental authority necessary for operation of the telecommunications facility on the Lease Premises provided that Tenant has exercised all commercially reasonable and good-faith attempts at obtaining or maintaining such approval. License or permit.
  - (c) By Tenant upon thirty (30) days prior written notice to Landlord for any or no reason, so long as Tenant accompanies its written notice to Landlord with an early termination fee equal to twenty four (24) months' Rent at the then-current rate, provided, however, that no such early termination fee will be payable on account of the termination of this Lease by Tenant under any one or more of the following sections of the Lease: Section 13 (Casualty) if termination is solely due to casualty caused by Landlord; or Section 14 (Condemnation). Notwithstanding the above, in the event that Tenant elects to not extend the Lease as provided for in Section 1 of this Amendment, no early termination fee shall be charged.



5. **Holdover, Termination and Removal.** Within 120 days of the expiration or termination of the Lease, Tenant shall remove all of its communications equipment and other personal property from the Leased Premises, including the removal of any foundation to six (6) inches below grade, but not including underground utilities, if any, and restore the Leased Premises to its original condition, reasonable wear and tear excepted and casualty damage excepted. Landlord agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Tenant shall remain the personal property of Tenant and Tenant shall have the right to remove the same at any time during the term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes Tenant to remain on the Leased Premises after the termination or expiration of the Lease, Tenant shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.
6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
7. **Notices.** The Parties acknowledge and agree that Section 19G of the Original Lease and Section 8 of the First Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 9229 West Loomis Road, Franklin, WI 53132; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn : Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
9. **Governing Law.** The Parties acknowledge and agree that Section 19H of the Original Lease and Section 10 of the First Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
10. **Waiver.** The Parties acknowledge and agree that Section 11 of the First Amendment is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained herein or in the Lease, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
11. **Taxes.** The Parties acknowledge and agree that Section 5 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within two (2) years after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

12. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

*[SIGNATURES COMMENCE ON FOLLOWING PAGE]*

**LANDLORD:**

**City of Franklin, Wisconsin**

Signature: \_\_\_\_\_  
Print Name: Glen Morrow  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**TENANT:**

**American Towers LLC**

a Delaware limited liability company

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below.*

**PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Milwaukee, State of WI, and being known as  
Milwaukee County APN: 899-9990-068.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MILWAUKEE, CITY OF FRANKLIN, STATE OF WISCONSIN AND IS DESCRIBED AS FOLLOWS PARCEL 2 AS SHOWN ON PLAT ENTITLED "CERTIFIED SURVEY MAP NO 6167," PREPARED BY GARY J SMITH, L S 2195, DATED JULY 26, 1995, RECORDED NOVEMBER 16, 1995, IN BOOK 3673 PAGE 897 AND PARCEL 1 AS SHOWN ON PLAT ENTITLED "CERTIFIED SURVEY MAP NO 5511," PREPARED BY RANDOLPH L RAFALSKI, L S 1758, DATED JULY 31, 1990, RECORDED JANUARY 18, 1991, IN BOOK 2531 PAGE 1313 PARCEL ID #899-9990-068 THIS BEING A PORTION OF THE SAME PROPERTY CONVEYED TO THE CITY OF FRANKLIN, A WISCONSIN MUNICIPAL CORPORATION FROM THE UNITED STATES OF AMERICA, IN A DEED DATED MAY 6, 1969, RECORDED MAY 28, 1969, IN BOOK 481 PAGE 326 AND THIS BEING A PORTION OF THE SAME PROPERTY CONVEYED TO THE CITY OF FRANKLIN, A WISCONSIN MUNICIPAL CORPORATION FROM KRONES, INC , A WISCONSIN CORPORATION IN A DEED DATED SEPTEMBER 30, 2010 AND RECORDED OCTOBER 11, 2010 AS INSTRUMENT NO 09924706

## LEASED PREMISES

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

PART OF PARCEL TWO (2) OF CERTIFIED SURVEY MAP NO 6167, REEL 3673, IMAGE 897 OF MILWAUKEE COUNTY RECORDS LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY-SIX (26), TOWNSHIP FIVE (5) NORTH, RANGE TWENTY-ONE (21) EAST CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN CONTAINING 2400 SQUARE FEET (0.055 ACRES) OF LAND AND BEING DESCRIBED BY COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 26, THENCE ALONG THE EAST-WEST 1/4 SECTION LINE, N88°-31'-21" E A DISTANCE OF 1164.11 FEET TO A POINT, THENCE, N00°-21'-57" W A DISTANCE OF 652.43 FEET TO THE SOUTHEAST CORNER OF PARENT PARCEL 2, THENCE N00°-21'-57" W 221.74 FEET ALONG THE EAST LINE OF SAID PARCEL 2, THENCE S89°-35'-36" W 32.10 FEET TO THE POINT OF BEGINNING, THENCE, ALONG THE SOUTH LINE OF SAID LEASE, S89°-35'-36" W FOR A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID LEASE, THENCE, ALONG THE WEST LINE OF SAID LEASE, N00°-24'-24" W FOR A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF SAID LEASE, THENCE, ALONG THE NORTH LINE OF SAID LEASE, N89°-35'-36" E FOR A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF SAID LEASE, THENCE, ALONG THE EAST LINE OF SAID LEASE, S00°-24'-24" E A DISTANCE OF 40.00 FEET TO THE SOUTHEAST CORNER OF SAID LEASE AND THE POINT OF BEGINNING, BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD

BEING PART OF PARCEL TWO (2) OF CERTIFIED SURVEY MAP NO 6167, REEL 3673, IMAGE 897, MILWAUKEE COUNTY RECORDS, AND PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, DESCRIBED AS COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION, THENCE N88°31'21"E A DISTANCE OF 1164.11 FEET, THENCE N00°21'57"W A DISTANCE OF 652.43 FEET TO THE SOUTHEAST CORNER OF PARENT PARCEL 2 AND THE NORTHERLY RIGHT OF WAY OF WEST AIRWAYS AVENUE (PUBLIC), THENCE CONTINUING N00°21'57"W ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 221.74 FEET, THENCE S89°35'36"W A DISTANCE OF 32.10 FEET TO THE SOUTHEAST CORNER OF ATC LEASE AREA, THENCE CONTINUING S89°35'36"W ALONG THE SOUTH LINE A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID ATC LEASE AREA AND THE POINT OF BEGINNING, THENCE CONTINUING S89°35'36"W A DISTANCE OF 20.00 FEET, THENCE N00°24'24"W A DISTANCE OF 40.00 FEET, THENCE N89°35'36"E A DISTANCE OF 20.00 FEET TO THE NORTHWEST CORNER OF SAID ATC LEASE AREA, THENCE S00°24'24"E ALONG THE WEST LINE OF SAID LEASE A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING SAID LEASE CONTAINS 800 SQUARE FEET OR 0.018 ACRES

## ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A 12 FEET WIDE INGRESS/EGRESS EASEMENT BEING PART OF PARCEL TWO (2) OF CERTIFIED SURVEY MAP NO 6167, REEL 3673, IMAGE 897, MILWAUKEE COUNTY RECORDS, AND PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, HAVING A CENTERLINE DESCRIBED AS COMMENCING AT THE WEST 1/4 AN EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF PARCEL TWO (2) OF CERTIFIED SURVEY MAP NO 6167, REEL 3673, IMAGE 897, MILWAUKEE COUNTY RECORDS, AND PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, DESCRIBED AS COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION, THENCE N88°31'21"E A DISTANCE OF 1164.11 FEET, THENCE N00°21'57"W A DISTANCE OF 652.43 FEET TO THE SOUTHEAST CORNER OF PARENT PARCEL 2 AND THE NORTHERLY RIGHT OF WAY OF WEST AIRWAYS AVENUE (PUBLIC); THENCE CONTINUING N00°21'57"W ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 221.74 FEET, THENCE S89°35'36"W A DISTANCE OF 32.10 FEET TO THE SOUTHEAST CORNER OF ATC LEASE AREA, THENCE CONTINUING S89°35'36"W ALONG THE SOUTH LINE A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID ATC LEASE AREA AND THE POINT OF BEGINNING; THENCE S20°14'37"W A DISTANCE OF 21.37 FEET, THENCE S89°35'36"W A DISTANCE OF 12.46 FEET, THENCE N00°24'24"W A DISTANCE OF 20.00 FEET, THENCE N89°35'36"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID LEASE CONTAINS 325 SQUARE FEET OR 0.007 ACRES.

## **EXHIBIT B**

# **FORM OF MEMORANDUM OF LEASE**



**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Nghia Trinh, Esq.  
ATC Site No: 50469  
ATC Site Name: NIKE  
Assessor's Parcel No(s): 899-9990-068

**Prior Recorded Lease Reference:**

Doc No. 10833445  
State of Wisconsin  
County of Milwaukee

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**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Franklin, Wisconsin ("Landlord")** and **American Towers LLC**, a Delaware limited liability company ("**Tenant**").

**NOTICE** is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Agreement dated October 1, 1999 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be September 30, 2074. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
5. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 9229 West Loomis Road, Franklin, WI 53132; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
6. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
7. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Franklin, Wisconsin

Signature: \_\_\_\_\_

Print Name: Glen Morrow

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, before me, the undersigned Notary Public, personally appeared Glen Morrow, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**TENANT**

**WITNESS**

**American Towers LLC,**  
a Delaware limited liability company

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below.*

**PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Milwaukee, State of WI, and being known as  
Milwaukee County APN: 899-9990-068.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MILWAUKEE, CITY OF FRANKLIN, STATE OF WISCONSIN AND IS DESCRIBED AS FOLLOWS PARCEL 2 AS SHOWN ON PLAT ENTITLED "CERTIFIED SURVEY MAP NO 6167," PREPARED BY GARY J SMITH, L S 2195, DATED JULY 26, 1995, RECORDED NOVEMBER 16, 1995, IN BOOK 3673 PAGE 897 AND PARCEL 1 AS SHOWN ON PLAT ENTITLED "CERTIFIED SURVEY MAP NO 5511," PREPARED BY RANDOLPH L. RAFALSKI, L S 1758, DATED JULY 31, 1990, RECORDED JANUARY 18, 1991, IN BOOK 2531 PAGE 1313 PARCEL ID #899-9990-068 THIS BEING A PORTION OF THE SAME PROPERTY CONVEYED TO THE CITY OF FRANKLIN, A WISCONSIN MUNICIPAL CORPORATION FROM THE UNITED STATES OF AMERICA, IN A DEED DATED MAY 6, 1969, RECORDED MAY 28, 1969, IN BOOK 481 PAGE 326 AND THIS BEING A PORTION OF THE SAME PROPERTY CONVEYED TO THE CITY OF FRANKLIN, A WISCONSIN MUNICIPAL CORPORATION FROM KRONES, INC , A WISCONSIN CORPORATION IN A DEED DATED SEPTEMBER 30, 2010 AND RECORDED OCTOBER 11, 2010 AS INSTRUMENT NO 09924706

## LEASED PREMISES

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

PART OF PARCEL TWO (2) OF CERTIFIED SURVEY MAP NO 6167, REEL 3673, IMAGE 897 OF MILWAUKEE COUNTY RECORDS LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY-SIX (26), TOWNSHIP FIVE (5) NORTH, RANGE TWENTY-ONE (21) EAST CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN CONTAINING 2400 SQUARE FEET (0.055 ACRES) OF LAND AND BEING DESCRIBED BY COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 26, THENCE ALONG THE EAST-WEST 1/4 SECTION LINE, N88°-31'-21" E A DISTANCE OF 1164.11 FEET TO A POINT, THENCE, N00°-21'-57" W A DISTANCE OF 652.43 FEET TO THE SOUTHEAST CORNER OF PARENT PARCEL 2, THENCE N00°-21'-57" W 221.74 FEET ALONG THE EAST LINE OF SAID PARCEL 2, THENCE S89°-35'-36" W 32.10 FEET TO THE POINT OF BEGINNING, THENCE, ALONG THE SOUTH LINE OF SAID LEASE, S89°-35'-36" W FOR A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID LEASE, THENCE, ALONG THE WEST LINE OF SAID LEASE, N00°-24'-24" W FOR A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF SAID LEASE, THENCE, ALONG THE NORTH LINE OF SAID LEASE, N89°-35'-36" E FOR A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF SAID LEASE, THENCE, ALONG THE EAST LINE OF SAID LEASE, S00°-24'-24" E A DISTANCE OF 40.00 FEET TO THE SOUTHEAST CORNER OF SAID LEASE AND THE POINT OF BEGINNING, BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD

BEING PART OF PARCEL TWO (2) OF CERTIFIED SURVEY MAP NO 6167, REEL 3673, IMAGE 897, MILWAUKEE COUNTY RECORDS, AND PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, DESCRIBED AS COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION, THENCE N88°31'21"E A DISTANCE OF 1164.11 FEET, THENCE N00°21'57"W A DISTANCE OF 652.43 FEET TO THE SOUTHEAST CORNER OF PARENT PARCEL 2 AND THE NORTHERLY RIGHT OF WAY OF WEST AIRWAYS AVENUE (PUBLIC), THENCE CONTINUING N00°21'57"W ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 221.74 FEET, THENCE S89°35'36"W A DISTANCE OF 32.10 FEET TO THE SOUTHEAST CORNER OF ATC LEASE AREA, THENCE CONTINUING S89°35'36"W ALONG THE SOUTH LINE A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID ATC LEASE AREA AND THE POINT OF BEGINNING, THENCE CONTINUING S89°35'36"W A DISTANCE OF 20.00 FEET THENCE N00°24'24"W A DISTANCE OF 40.00 FEET, THENCE N89°35'36"E A DISTANCE OF 20.00 FEET TO THE NORTHWEST CORNER OF SAID ATC LEASE AREA, THENCE S00°24'24"E ALONG THE WEST LINE OF SAID LEASE A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING SAID LEASE CONTAINS 800 SQUARE FEET OR 0.018 ACRES

## ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A 12 FEET WIDE INGRESS/EGRESS EASEMENT BEING PART OF PARCEL TWO (2) OF CERTIFIED SURVEY MAP NO 6167, REEL 3673, IMAGE 897, MILWAUKEE COUNTY RECORDS, AND PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN MILWAUKEE COUNTY WISCONSIN HAVING A CENTERLINE DESCRIBED AS COMMENCING AT THE WEST 1/4 AN EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF PARCEL TWO (2) OF CERTIFIED SURVEY MAP NO 6167, REEL 3673, IMAGE 897, MILWAUKEE COUNTY RECORDS, AND PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, DESCRIBED AS COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION, THENCE N88°31'21"E A DISTANCE OF 1164 11 FEET, THENCE N00°21'57"W A DISTANCE OF 652 43 FEET TO THE SOUTHEAST CORNER OF PARENT PARCEL 2 AND THE NORTHERLY RIGHT OF WAY OF WEST AIRWAYS AVENUE (PUBLIC), THENCE CONTINUING N00°21'57"W ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 221 74 FEET, THENCE S89°35'36"W A DISTANCE OF 32 10 FEET TO THE SOUTHEAST CORNER OF ATC LEASE AREA, THENCE CONTINUING S89°35'36"W ALONG THE SOUTH LINE A DISTANCE OF 60 00 FEET TO THE SOUTHWEST CORNER OF SAID ATC LEASE AREA AND THE POINT OF BEGINNING; THENCE S20°14'37"W A DISTANCE OF 21 37 FEET, THENCE S89°35'36"W A DISTANCE OF 12 46 FEET, THENCE N00°24'24"W A DISTANCE OF 20 00 FEET, THENCE N89°35'36"E A DISTANCE OF 20 00 FEET TO THE POINT OF BEGINNING SAID LEASE CONTAINS 325 SQUARE FEET OR 0 007 ACRES

## **Instructions for completing the Resolution and Consent Affidavit**

### *\*IMPORTANT INFORMATION BELOW\**

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.



**Prepared by and Return to:**

American Tower  
Attn: Land Management/Nghia Trinh, Esq.  
10 Presidential Way  
Woburn, MA 01801  
Assessor's Parcel No(s): 899-9990-068

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**RESOLUTION AND CONSENT AFFIDAVIT**

**City of Franklin, Wisconsin**

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **American Towers LLC**, a Delaware limited liability company (the "**Tenant**") pursuant to that certain Site Agreement dated October 1, 1999 (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.

5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and Affiants have the full authority to execute any and all of the Transaction Documents on behalf of Landlord and to nominate individuals to act on Landlord's behalf.
  
6. The Affiants hereby nominate the below listed individual (the "**Nominee**") as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the "Transaction Documents"), on behalf of Affiants and Landlord. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Landlord for purposes of executing and delivering the Transaction Documents and ensuring that Landlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Tenant pursuant to the Amendment are to be made to Landlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Tenant.

NOMINEE:       (Print Name) \_\_\_\_\_  
                          (Address)        \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.
  
8. Affiants hereby acknowledge and agree that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.
  
9. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 1**

**2 WITNESSES**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: (circle one) Member, Partner, Director,  
Shareholder, Officer, Trustee

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 2**

**2 WITNESSES**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: (circle one) Member, Partner, Director,  
Shareholder, Officer, Trustee

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 3**

**2 WITNESSES**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: (circle one) Member, Partner, Director,  
Shareholder, Officer, Trustee

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 4**

**2 WITNESSES**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: (circle one) Member, Partner, Director,  
Shareholder, Officer, Trustee

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 5**

**2 WITNESSES**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: (circle one) Member, Partner, Director,  
Shareholder, Officer, Trustee

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 6**

**2 WITNESSES**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: (circle one) Member, Partner, Director,  
Shareholder, Officer, Trustee

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Percentage Ownership or Voting Interest:  
\_\_\_\_\_%

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]



<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;">JK</p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">April 3, 2023</p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;">Wisconsin State-Local Government Memorandum of Understanding for the Allocation of Opioid Settlement Proceeds and Addendum to Wisconsin Local Government Memorandum of Understanding</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G.12.</p>

Attached are a Wisconsin State-Local Government Memorandum of Understanding for the Allocation of Opioid Settlement Proceeds and an Addendum to Wisconsin Local Government Memorandum of Understanding. Attorney Christopher R. Smith, now of the von Briesen & Roper, s.c. law firm, who assisted/assists the in the area Wisconsin municipalities in the coordination thereof with regard to the opioid litigation, has advised that Attorney Martin J. Phipps, of the Texas law firm Phipps Ortiz Talafuse PLLC, which represented the City of Franklin, together with the other in the area Wisconsin municipalities in the opioid litigation, recommends the approval and execution of the Memorandum. Same is required to maintain eligibility for the receipt of the funds, and the respective shares thereof for the government entities. The Memorandum and the Addendum are in conformity with the previous agreements and understandings approved by the Common Council. There is an April 18, 2023 deadline for the processing of the bankruptcy memorandum of understanding (which the City of Franklin has entered into), and the related understandings should be processed forthwith.

**COUNCIL ACTION REQUESTED**

A motion to adopt A Resolution Approving and Authorizing the Execution and Delivery of a Wisconsin State-Local Government Memorandum of Understanding for the Allocation of Opioid Settlement Proceeds and an Addendum to Wisconsin Local Government Memorandum of Understanding.

RESOLUTION NO. 2023-\_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A WISCONSIN STATE-LOCAL GOVERNMENT MEMORANDUM OF UNDERSTANDING FOR THE ALLOCATION OF OPIOID SETTLEMENT PROCEEDS AND AN ADDENDUM TO WISCONSIN LOCAL GOVERNMENT MEMORANDUM OF UNDERSTANDING**

---

WHEREAS, settlements have been achieved in the opioid litigation in which the City of Franklin was a participating governmental entity in the plaintiffs’ realm, and the Common Council having previously approved settlement agreements and funds distribution memorandums of understanding with regard to State of Wisconsin and Wisconsin local governments distribution and receipt of the financial settlement proceeds; and

WHEREAS, some of the defendants in the opioid crisis litigation which had proceeded to settlement, and in which the City of Franklin was one of the plaintiffs, have filed for bankruptcy, and with regard to the distribution of the bankruptcy proceeds by the Bankruptcy Court, in order to maintain eligibility for the receipt of the funds, and the respective shares thereof for the government entities, it was necessary for the respective government entities to enter into a Wisconsin State-Local Government Opioid Bankruptcy Memorandum of Understanding, which the City of Franklin did enter into; and

WHEREAS, further Understandings are necessary to continue the funds distribution process between and among the State of Wisconsin and the Wisconsin local governments.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Wisconsin State-Local Government Memorandum of Understanding for the Allocation of Opioid Settlement Proceeds and an Addendum to Wisconsin Local Government Memorandum of Understanding, in the form as presented to the Common Council at this meeting, be and the same are hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute the Memorandum and the Addendum and the City Clerk is hereby authorized to deliver same.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

RESOLUTION NO. 2023-\_\_\_\_\_

Page 2

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Kastenson, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

**WISCONSIN STATE-LOCAL GOVERNMENT MEMORANDUM OF  
UNDERSTANDING FOR THE ALLOCATION OF  
OPIOID SETTLEMENT PROCEEDS**

**WHEREAS**, the State of Wisconsin (“State”), its communities, and their people have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, specifically related to the covered conduct by Defendants *In re Opioid Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio (“Litigation”);

**WHEREAS**, certain Wisconsin local governments identified on the attached Exhibit A (“Local Governments”), through their counsel, and the State of Wisconsin, through its Attorney General, are separately engaged in investigations, litigation, and settlement discussions seeking to hold the Defendants in the Litigation accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

**WHEREAS**, the State of Wisconsin and the Local Governments share a common desire to abate and alleviate the impacts of the misfeasance, nonfeasance and malfeasance described above throughout the State of Wisconsin and in its local communities;

**WHEREAS**, the settlement discussions with Walgreens, Walmart, CVS, Teva, and Allergan (“Settling Defendants”) resulted in tentative agreements as to settlement terms (“Settlement Agreements”) pending agreement from the State of Wisconsin, the Local Governments and other parties involved in the Litigation;

**WHEREAS**, while the Local Governments and the State recognize that the sums which may be available from the aforementioned Settlement Agreements will likely be insufficient to fully abate the public health crisis caused by the Opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

**WHEREAS**, the State of Wisconsin enacted Wis. Stat. § 165.12 which provides for an allocation of opioid settlement proceeds;

**WHEREAS**, the State and the Local Governments intend this Memorandum of Understanding (“MOU”) to effectuate the terms of future Settlement Agreements arising out of the Litigation in a manner consistent with Wis. Stat. § 165.12(2); and

**WHEREAS**, this MOU does *not* supersede or alter any previously agreed upon MOU between the State and Local Governments related to the Litigation.

**NOW, THEREFORE**, the State and the Local Governments, enter into this MOU upon the terms described herein.

1. As used in this MOU, the term “Opioid Settlement Proceeds” shall mean all funds allocated by a Settlement Agreement (“Settlement Payments”) to the State or Local

Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. "Opioid Settlement Proceeds" do ***not*** include the "Additional Restitution Amount" (also known as additional remediation, or any other fund, proceed, or amount paid to States who did not utilize outside counsel), reimbursement of the United States Government, or separate funds identified in Settlement Agreements as direct or indirect compensation for a Party's litigation fees, expenses, and/or costs.

2. The Settlement Administrator shall directly distribute the Opioid Settlement Proceeds to the State and to Local Governments in such proportions and for such uses as set forth in this MOU.
3. Opioid Settlement Proceeds shall be allocated as follows: (i) 30% to the State of Wisconsin ("State Share"); and (ii) 70% to Local Governments ("LG Share"). Opioid Settlement Proceeds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.
4. 100% of the "Additional Restitution Amount" shall be paid to the State and deposited with the Department of Health Services.
5. Except for Opioid Settlement Funds expended in payment of attorney fees as provided in Wis. Stat. § 165.12(6), all Opioid Settlement Proceeds, regardless of allocation, and the entire "Additional Restitution Amount," shall, consistent with Wis. Stat. § 165.12(3) and (4), and except as provided in Wis. Stat. § 165.12(5), be utilized only for purposes identified as approved uses for abatement in a Settlement Agreement.
6. If any portion of the LG Share is used for the payment of owed attorney fees as authorized under Wis. Stat. § 165.12(6), the Local Governments shall report to the Attorney General and the Joint Committee on Finance the amount of the payment(s) and provide the contract(s) under which the attorney fees are purportedly owed.

Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for attorneys' fees and expenses may only be paid for out of the owing Local Governments' share.

7. The parties agree to comply with the terms of the Settlement Agreements, including but not limited to (a) a requirement that a certain percentage of the Settlement Payment be spent on remediation, and (b) that at least 70% of a Settlement Payment be used solely for future Opioid Remediation as defined by the Settlement Agreements.
8. The LG Share shall be paid to each Local Government by the Settlement Administrator based on the allocation created and agreed to by the Local Governments which assigns each Local Government a percentage share of the LG Share, less any applicable attorney fees as authorized under Wis. Stat. § 165.12(6) and referenced above.

9. Nothing in this MOU is intended to alter or change any Local Government's right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Settlement Proceeds. Notwithstanding the foregoing, only Local Governments who are Participating Subdivisions under a Settlement Agreement, and who agree to the terms of this MOU may directly receive Opioid Settlement Proceeds.
10. Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for Local Government attorney's fees and expenses may be applied only to the LG Share or any Local Government share of the LG Share. The State shall have no responsibility for payment of attorneys' fees or litigation expenses.
11. The parties understand that the United States may claim a portion of the Opioid Settlement Proceeds for Medicaid reimbursement. The parties agree that, to the extent a claim for Medicaid reimbursement is made, the parties shall bear the liability for the reimbursement on a pro rata basis based upon the particular claims made by the United States related to the Medicaid reimbursement. The parties agree to meet, confer, and cooperate in good faith concerning the allocation of any such liability.
12. The Attorney General may extend this MOU to apply to future settlements with other entities who engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, specifically related to the covered conduct by Defendants in the Litigation. To exercise this option, the Attorney General shall send written notice to counsel for the Local Governments. The Local Governments shall have 30 days from the date of the notice to express in writing any objection(s) to the extension of the MOU to the settlement(s). If any Local Government objects to the extension of the MOU to the settlement(s), it shall not be extended.

Notice to the Local Governments shall be sent via regular U.S. Mail or email to:

Andrew Phillips  
Attolles Law, s.c.  
222 E. Erie Street  
Suite 210  
Milwaukee, WI 53202  
aphillips@attolles.com

Erin Dickinson  
Crueger Dickinson LLC  
4532 N. Oakland Ave.  
Milwaukee, WI 53211  
ekd@cruegerdickinson.com

Burton LeBlanc  
2600 CitiPlace Drive  
Suite 400  
Baton Rouge, LA 70809  
bleblanc@baronbudd.com

Shayna Sacks  
360 Lexington Avenue  
Eleventh Floor  
New York, NY 10017  
ssacks@napolilaw.com

Christopher Smith  
von Briesen & Roper, s.c.  
411 E. Wisconsin Ave.  
Suite 1000  
Milwaukee, WI 53202  
christopher.smith@vonbriesen.com

Steven Nelson  
von Briesen & Roper, s.c.  
411 E. Wisconsin Ave.  
Suite 1000  
Milwaukee, WI 53202  
steven.nelson@vonbriesen.com

Any objection(s) by a Local Government shall be sent via regular U.S. Mail or email to:

Laura E. McFarlane  
Assistant Attorney General  
Wisconsin Department of Justice  
17 W. Main Street  
Post Office Box 7857  
Madison, Wisconsin 53707-7857  
mcfarlanele@doj.state.wi.us

and

R. Duane Harlow  
Assistant Attorney General  
Wisconsin Department of Justice  
17 West Main Street  
Post Office Box 7857  
Madison, Wisconsin 53707-7857  
harlowrd@doj.state.wi.us

13. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the parties hereby execute this MOU as of the date set forth below.

**ON BEHALF OF THE STATE OF WISCONSIN:**

\_\_\_\_\_  
Attorney General Josh Kaul

Date: \_\_\_\_\_

**ON BEHALF OF THE LOCAL GOVERNMENTS:**

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**EXHIBIT A**  
Litigating Local Governments

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Buffalo County  
Burnett County  
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Chippewa County  
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Iowa County  
Iron County  
Jackson County  
Jefferson County

Juneau County  
Kenosha County  
City of Kenosha  
Village of Pleasant Prairie  
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La Crosse County  
Lafayette County  
Langlade County  
Lincoln County  
Manitowoc County  
Marathon County  
Marinette County  
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Marquette County  
Menominee County  
Milwaukee County  
City of Cudahy  
City of Franklin  
City of Greenfield  
City of Milwaukee  
City of Oak Creek  
City of South Milwaukee  
City of Wauwatosa  
City of West Allis  
Monroe County  
Oconto County  
Oneida County  
Outagamie County  
Ozaukee County

Pepin County  
Pierce County  
Portage County  
Price County  
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Village of Mount Pleasant  
Village of Sturtevant  
Village of Union Grove  
Town of Yorkville  
Richland County  
Rock County  
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Waupaca County  
Waushara County  
Winnebago County  
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**ADDENDUM TO WISCONSIN LOCAL GOVERNMENT  
MEMORANDUM OF UNDERSTANDING**

**WHEREAS**, the Local Governments entered into the MOU for purposes of memorializing their agreement surrounding, among other things, allocation of the proceeds of the settlements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho- McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.;

**WHEREAS**, the settlement discussions with Walgreens, Walmart, CVS, Teva, and Allergan resulted in tentative agreements as to settlement terms (“Settlement Agreements”) pending agreement from the State of Wisconsin, the Local Governments and other parties involved in the Litigation; and

**WHEREAS**, the Local Governments intend this Addendum to the MOU to effectuate the terms of the Settlement Agreements and allocate the proceeds of the Settlement Agreements to each of the Local Governments in the same manner and same percentages as set forth in the MOU and Exhibit A thereto.

**NOW, THEREFORE**, the Local Governments enter into this Addendum to the MOU upon the terms described herein.

1. The Local Governments ratify, confirm and agree in all respects to the MOU. By this Addendum, the Local Governments agree that any and all proceeds of the Settlement Agreements defined herein shall be distributed, allocated and otherwise disposed of in the same manner as set forth in the MOU and Exhibit A thereto.
2. Nothing in this MOU is intended to alter or change any Local Government’s right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Funds.
3. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the parties hereby execute this Addendum as of the date set forth below.

**ON BEHALF OF THE LOCAL GOVERNMENTS:**

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Adams County  
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Ashland County  
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<p style="text-align: center;"><b>APPROVAL</b></p> 	<p style="text-align: center;"><b>REQUEST FOR COMMON COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">04/03/23</p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p><b>Common Council Consideration of Code of Conduct Complaint. The Common Council may enter closed session 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 to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;">G 13.</p>
<p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to enter closed session 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 to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>		

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<p><b>APPROVAL</b></p> <p><i>H</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><b>04/03/23</b></p>
<p><b>LICENSES AND PERMITS</b></p>	<p><b>MISCELLANEOUS LICENSES</b></p>	<p><b>ITEM NUMBER</b></p> <p><b>H.</b></p>

See attached minutes from the License Committee meeting of March 21, 2023.

1. Miscellaneous Licenses and Permits for April 3, 2023.

**COUNCIL ACTION REQUESTED**

1. As recommended by the License Committee for the meeting of April 3, 2023.



414-425-7500

**License Committee  
Agenda\***

**Franklin City Hall Community Room  
9229 W. Loomis Rd  
Franklin, WI**

**April 3, 2023 – 5:00 p.m.**

1.	<b>Call to Order &amp; Roll Call</b>	<b>Time:</b>
2.	<b>Citizen Comment</b>	
3.	<b>Approval of Minutes for Regular License Committee Meeting of March 21, 2023.</b>	
4.	<b>License Applications Reviewed</b>	<b>Recommendations</b>

Type/ Time	Applicant Information	Approve	Hold	Deny
Extraordinary Entertainment & Special Event 5:05 p.m.	<b>Best Buddies in Wisconsin – Walk/Community Gathering Fundraiser at The Rock Snow Park</b> Person in Charge: Caroline Tyson Location: 7011 S. Ballpark Dr. Date of Event: 5/20/2023			
Extraordinary Entertainment & Special Event 5:10 p.m.	<b>The Rock Sports Complex – Walk/Fundraiser for Pancreatic Cancer Action Network</b> Person in Charge: Paul Cimoch Location: 7011 S. Ballpark Dr. Date & Time of Event: 4/29/2023			
Extraordinary Entertainment & Special Event	<b>Rock Sports Complex – Summer Concert Series '23</b> Person in Charge: Paul Cimoch Location: 7900 S. Ballpark Dr. Dates of Event: Every Saturday from 6/4 through 9/30/2023 and Tuesday, 7/4 and Sunday, 9/3/2023			
Extraordinary Entertainment & Special Event	<b>Rock Sports Complex – The Hill Has Eyes</b> Person in Charge: Paul Cimoch Location: 7005 S. Ballpark Dr. Dates of Event: Fridays & Saturdays: 9/29 through 10/28/2023			
Operator 2022-2023 New	<b>Kaluzny, Nathaniel J</b> Walgreens #05459			
Operator 2022-2023 New	<b>Ivers, Kevin M</b> The Rock Sports Complex			
Operator 2023-24 Renewal	<b>Ivers, Kevin M</b> The Rock Sports Complex			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2022-2023 New	<b>Janiszewski, Frank J</b> Xaverian Mission			
Operator 2023-24 Renewal	<b>Janiszewski, Frank J</b> Xaverian Mission			
Operator 2023-24 Renewal	<b>Blue, Claudia M</b> Sam's Club #8167			
Operator 2023-24 Renewal	<b>Collins, Cornissa</b> Sam's Club #8167			
Operator 2023-24 Renewal	<b>Conley, Shannen K</b> Romey's Place			
Operator 2023-24 Renewal	<b>Lujan, Aaron A</b> Sam's Club			
Operator 2023-24 Renewal	<b>Tietjen, William G</b> Franklin Noon Lions Club			
Temporary Class "B" Beer	<b>Franklin Noon Lions Club – Independence Day Celebration &amp; St. Martin's Fair</b> Person in Charge: William Tietjen Location: 9229 W. Loomis Rd. & St. Martin's Rd. Dates of Event: 6/30 through 7/2/2023 & 9/3 through 9/4/2023			
5.	<b>Adjournment</b>	Time:		

\*Notice is given that a majority of the Common Council may attend this meeting to gather information about an agenda item over which they have decision-making responsibility. This may constitute a meeting of the Common Council per State ex rel. Badke v. Greendale Village Board, even though the Common Council will not take formal action at this meeting.



414-425-7500

**License Committee  
Minutes\***

**Franklin City Hall Health Wing Room  
9229 W. Loomis Rd  
Franklin, WI**

**March 21, 2023 – 5:45 p.m.**

1.	<b>Call to Order &amp; Roll Call – Alderwoman Hanneman Opened meeting, Alderwoman Eichmann Seconded; Alderwoman Wilhelm Not Present</b>	<b>Time: 5:48 p.m.</b>
2.	<b>Citizen Comment – No Citizens were present to speak.</b>	
3.	<b>Approval of Minutes for Regular License Committee Meeting of March 7, 2023. – Alderwoman Hanneman moved and Alderwoman Eichmann seconded. All voted Aye; motion carried.</b>	
4.	<b>License Applications Reviewed</b>	<b>Recommendations</b>


Type/ Time	Applicant Information	Approve	Hold	Deny
<b>Extraordinary Entertainment &amp; Special Event 5:50 p.m.</b>	<b>Rock Sports Complex – Fireworks Displays after Milkmen Games – 2023 Season</b> Person in Charge: Paul Cimoch Location: 7011 S. Ballpark Dr. Dates of Event: 5/26, 6/9, 6/23, 6/30, 7/18, 7/21, 8/4, 8/18, 9/1	Alderwoman Eichmann moved and Alderwoman Hanneman seconded approved the dates listed contingent upon fire permit application approved by the FFD. Fireworks displays may not start past 10:30, approximately 7 minutes long, not to exceed 10 minutes. Paul Cimoch was present.		
<b>Operator 2022-2023 New</b>	<b>Eberhardt, Melody J</b> Romey's Place	√		
<b>Operator 2022-2023 New</b>	<b>Meeks, Ericka</b> Romey's Place	√		
<b>Operator 2023-2024 Renewal</b>	<b>Dejna, Jeffrey F</b> The Rock Sports Complex	√		
<b>Operator 2023-2024 Renewal</b>	<b>Fons, Dennis M</b> Franklin Noon Lions Club	√		
<b>"Class B" Beer &amp; Liquor Change of Agent 2022-2023</b>	<b>Tuckaway Country Club</b> DBA – Tuckaway Country Club 6901 W. Drexel Ave. Joel Voisin	√		

Type/ Time	Applicant Information	Approve	Hold	Deny
Temporary Entertainment & Amusement	<b>Franklin Health Dept – Wellness Day – Spring sprint</b> Person in Charge: Ellen Henry Event: Franklin Wellness Day – Spring Sprint Event Date: Saturday, 5/20/2023	√		
<b>5.</b>	<b>Adjournment</b>	Alderwoman Eichmann moved and Alderwoman Hanneman seconded to adjourn at 6:18 p.m.		

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<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>4/3/2023</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> <b>I</b>

Attached are vouchers dated March 17, 2023 through March 30, 2023, Nos 192005 through Nos 192176 in the amount of \$ 1,335,241 82 Also included in this listing are EFT's Nos 5272 through EFT Nos 5283, Library vouchers totaling \$ 28,285 67 Tourism vouchers totaling \$ 2,200 00, Water Utility vouchers totaling \$ 8,805 73 and Property Tax Refunds in the amount of \$ 11,730 03 Voided checks in the amount of \$ (59,253 06) are separately listed

Early release disbursements dated March 17, 2023 through March 29, 2023 in the amount of \$ 693,880 97 are provided on a separate listing and are also included in the complete disbursement listing These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

Attached is a list of property tax disbursements, EFT No 461 dated March 17, 2023 through March 29, 2023 in the amount of \$ 18,046 90 These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834

The net payroll dated March 24, 2023 is \$ 452,452 70, previously estimated at \$435,000 Payroll deductions dated March 24, 2023 are \$ 447,704 87, previously estimated at \$ 485,000

The estimated payroll for April 7, 2023 is \$ 436,000 with estimated deductions and matching payments of \$ 243,000

### **COUNCIL ACTION REQUESTED**

Motion approving the following

- City vouchers with an ending date of March 30, 2023 in the amount of \$ 1,335,241 82 and
- Property Tax disbursements with an ending date of March 29, 2023 in the amount of \$ 18,046 90 and
- Payroll dated March 24, 2023 in the amount of \$ 452,452 70 and payments of the various payroll deductions in the amount of \$ 447,704 87, plus City matching payments and
- Estimated payroll dated April 7, 2023 in the amount of \$ 436,000 and payments of the various payroll deductions in the amount of \$ 243,000, plus City matching payments

**ROLL CALL VOTE NEEDED**