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CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, JUNE 4, 2024 AT 6:30 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Approval of Minutes:
 - 1. Regular Common Council Meeting of May 21, 2024.
 - 2. Special Common Council Meeting of May 30, 2024
- D. Hearings.
- E. Organizational.
- F. Letters.
- G. Reports and Recommendations:
 - 1. Updates to the ROC Ballpark Commons Noise Solutions.
 - 2. Authorization for the Department of Public Works to restructure and retitle three staff positions.
 - 3. A motion to approve the Director of Health and Human Services to sign the Franklin High School Community Internship Agreement to host a volunteer student intern during the 2024-2025 school year.
 - 4. A Resolution for the Construction of a City Public Sidewalk in Milwaukee County Right-of-Way Along the East Side of S. 76th Street (CTH U) from W. Ryan Rd. (STH 100) to a point approximately 1,578 Feet North.
 - 5. A Resolution to Award the 2024 Local Street Preventative Maintenance Program and Contract to Fahrner Asphalt Sealers, LLC, in the amount of \$148,899.95.
 - 6. Approval of the Service Agreement with BCI Entertainment, LLC to Provide a Northern Lights Drone Show on July 5, 2024 as part of the 2024 Independence Celebration with technical corrections to the insurance requirements.
 - 7. Recommendation from the Committee of the Whole Meeting of June 3, 2024: Governmental Training Presented by the League of Wisconsin Municipalities.
 - 8. Potential commercial/industrial/manufacturing/ development(s) and proposal(s) and potential development(s) agreement(s) in relation thereto for, including, but not limited to propert(ies) at 3303 West Oakwood Road. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing/ development(s) and proposal(s) and the investing of public funds and

Common Council Meeting Agenda

June 4, 2024

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governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the propert(ies) at 3303 West Oakwood Road, 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 Meetings:

- 1. Special License Committee of May 30, 2024.
- 2. Regular License Committee of June 4, 2024.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

*Supporting documentation and details of these agenda items are available in the Common Council Meeting Packet on the City of Franklin website www.franklinwi.gov

[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:

June 6	Plan Commission	6:00 p.m.
June 18	Common Council	6:30 p.m.
June 20	Plan Commission	6:00 p.m.
July 2	Common Council	6:30 p.m.
July 4	City Hall Closed-Fourth of July	

CITY OF FRANKLIN
COMMON COUNCIL MEETING
MAY 21, 2024
MINUTES

c.l.

- ROLL CALL A. The regular meeting of the Franklin Common Council was held on May 21, 2024, and was called to order at 6:30 p.m. by Mayor John R. Nelson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were present: Alderwoman Eichmann, Alderman Hasan, Alderwoman Day, Alderman Barber and Alderman Craig. Alderman Holpfer was excused. Also, in attendance were Director of Administration Kelly Hersh, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Shirley Roberts.
- CITIZEN COMMENT B. Citizen comment period was opened at 6:38 p.m. and was closed at 7:45 p.m.
- MINUTES
MAY 7, 2024 C.1. Alderman Barber moved to approve the minutes of the Regular Common Council Meeting of May 7, 2024, as presented. Seconded by Alderman Craig. All voted Aye; motion carried.
- MINUTES
MAY 15, 2024 C.2. Alderman Barber moved to approve the minutes of the Special Common Council Meeting of May 15, 2024, as presented. Seconded by Alderman Hasan. All voted Aye; motion carried.
- PEACE RESOLUTION G.1. Alderman Barber moved to place a protest petition to adopt a peace resolution on file, no action needed. Seconded by Alderman Craig. On a roll call vote, Alderwoman Eichmann, Alderman Hasan, Alderman Barber and Alderman Craig voted Aye, Alderwoman Day voted No. Motion carried (4-1-1).
- STAFF CITY
ATTORNEY JOB
DESCRIPTION G.2. Alderman Barber moved to table the job description of City Attorney until after the September, 2024 Personnel meeting. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.
- ORD. 2024-2616
AMEND ORD
2023-2569, ADD'L
APPROPRIATIONS
AND RESOURCES
FOR SCHOOL
TRAFFIC SIGNAL
PROJECT G.3. Alderman Barber moved to adopt Ordinance No. 2024-2616, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGET FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE ADDITIONAL \$161,113 APPROPRIATIONS AND \$254,613 RESOURCES FOR THE SCHOOL TRAFFIC SIGNAL PROJECT. Seconded by Alderman Hasan. On a roll call, all voted Aye. Motion carried.
- RES. 2024-8149
AWARD ZIGNEGO CO
TO CONSTRUCT
TRAFFIC SIGNAL G.4. Alderman Barber moved to adopt Resolution No. 2024-8149, A RESOLUTION TO AWARD ZIGNEGO COMPANY, INC. A CONTRACT TO CONSTRUCT TRAFFIC SIGNAL AND ROADWAY IMPROVEMENTS AT S. 51ST ST. AND S. PRESERVE

AND ROADWAY
IMPROVEMENTS FOR
\$411,112.07

WAY FOR \$411,112.07, contingent upon written confirmation from Franklin Public Schools that they are acceptable to the final project cost of \$254,612.07. Seconded by Alderman Hasan. All voted Aye; motion carried.

RES. 2024-8150
APPROVAL OF
SPECIAL USE FOR
SELF STORAGE
FACILITY 7045
LOVERS LANE RD

G.5. Alderman Craig moved to adopt Resolution No. 2024-8150, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A SELF STORAGE FACILITY USE UPON PROPERTY LOCATED AT 7045 S. LOVERS LANE RD. (TKG III ACQUISITION LLC (D/B/A STORAGEMART), APPLICANT). Seconded by Alderman Barber. On a roll call, all voted Aye. Motion carried.

Mayor Nelson called a recess at 8:36 p.m.

Mayor Nelson reconvened at 8:45 p.m.

RES. 2024-8151
CONSERVATION
EASEMENT BY TKG
III ACQUISITION
(D/B/A STORAGE
MART)

G.6. Alderman Craig moved to adopt Resolution No. 2024-8151, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SITE PLAN AND SPECIAL USE BY TKG III ACQUISITION, LLC (D/B/A STORAGEMART), APPLICANT AND PROPERTY OWNER (7045 S. LOVERS LANE RD.). Seconded by Alderwoman Day. All voted Aye; motion carried.

SPEAK SOBRIETY
LLC VOLITION
FRANKLIN
CONTRACT

G.7. Alderman Barber moved to approve the execution of the Speak Sobriety LLC Volition Franklin contract. Seconded by Alderwoman Eichmann. All voted Aye; motion carried.

CLEAR CHANNEL
OUTDOOR MEDIA
VOLITION FRANKLIN
CONTRACT (1)

G.8. Alderman Hasan moved to approve the execution of the Clear Channel Outdoor Media Volition Franklin Contract (1). Seconded by Alderman Barber. All voted Aye; motion carried.

CLEAR CHANNEL
OUTDOOR MEDIA
VOLITION FRANKLIN
CONTRACT (2)

G.9. Alderwoman Day moved to approve the execution of the Clear Channel Outdoor Media Volition Franklin Contract (2). Seconded by Alderman Hasan. All voted Aye; motion carried.

- TEMPORARY STREET CLOSURE OUTDOOR MOVIE JUNE 21, 2024 G.10. Alderwoman Eichmann moved to approve street closures on S. Legend Dr. between the southern entrance of the Franklin Public Library and the City Hall parking garage entrance on Friday, June 21, 2024 in conjunction with the City of Franklin sponsored Franklin Outdoor Movie Night. Seconded by Alderman Hasan. All voted Aye; motion carried.
- TEMPORARY STREET CLOSURE FRANKLIN BIKE RODEO JUNE 1, 2024 G.11. Alderwoman Eichmann moved to approve the temporary street closures of S. Legend Dr. and Schlueter Pkwy on Saturday June 1, 2024 from 6:00 a.m. until 2:00 p.m. in conjunction with the City of Franklin Health Department Bike Rodeo. Seconded by Alderman Hasan. All voted Aye; motion carried.
- RES 2024-8152
CONDITIONALLY APPROVING FOUR LOT CSM, PART OF PARCEL 2 OF CSM NO 3104, AND PART OF VACATED 116TH ST G.12. Alderwoman Day moved to adopt Resolution No. 2024-8152, A RESOLUTION CONDITIONALLY APPROVING A FOUR-LOT CERTIFIED SURVEY MAP, BEING A PART OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 3104 AND THAT PART OF VACATED S. 116TH ST. IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (S.R. MILLS, BOOMTOWN, LLC, PROPERTY OWNER) (11607 W. RYAN RD.). Applicant must submit a landscape plan as described in the UDO Division 15-7.0300 for Department of City Development review and approval, prior to recording of this Certified Survey Map. Seconded by Alderman Barber. On a roll call vote, Alderman Barber, Alderwoman Day, Alderman Hasan, Alderwoman Eichmann voted Aye, Alderman Craig voted No, motion carried (4-1-1).
- RES 2024-8153
SPECIAL USE LAKE GROVE PLACE MULTI-FAMILY DEVELOPMENT APPROX 3709 W. COLLEGE AVENUE G.13. Alderman Hasan moved to adopt Resolution No. 2024-8153, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR LAKE GROVE PLACE, A MULTI-FAMILY DEVELOPMENT WITH 38 DWELLING UNITS UPON PROPERTY LOCATED AT APPROXIMATELY 3709 W. COLLEGE AVE. (SAFARI HOMES FRANKLIN, LLC). Seconded by Alderman Barber. On a roll call vote, all voted Aye. Motion carried.
- PURCHASE TWO ZOLL X-SERIES ADVANCED CARDIAC MONITORS/DEFIBRILLATORS G.14. Alderman Barber moved to approve purchase of two Zoll X-Series Advanced Cardiac Monitors/Defibrillators from Zoll in partnership with Milwaukee County Office of Emergency Management (OEM) using funding from OEM and 2025 Capital Budget. Seconded by Alderman Hasan. All voted Aye; motion carried.

- ALLOCATE \$8,000 TO UPFIT INTERIM 2013 PIERCE SABER FIRE PUMPER
- G.15. Alderwoman Eichmann moved to approve the allocation of \$8,000 from the Capital Equipment Fund (42-0221-5811) for the upfitting of the interim 2013 Pierce Saber fire pumper purchased in April 2024. Seconded by Alderman Barber. All voted Aye; motion carried.
- RES. 2024-8155
AWARD KAYLAS PLAYGROUND FLOORING TO BLUEMEL'S FOR \$207,237.80
- G.16. Alderman Barber moved to adopt Resolution No. 2024-8155, A RESOLUTION TO AUTHORIZE AN AWARD FOR KAYLA'S PLAYGROUND POURED-IN-PLACE FLOORING TO BLUEMEL'S MAINTENANCE SERVICE, INC. FOR \$207,237.80. Seconded by Alderman Hasan. All voted Aye; motion carried.
- CLOSED SESSION
VELO VILLAGE APTS, LLC V CITY OF FRANKLIN
- G.30 Alderwoman Eichmann moved to enter closed session at 10:23 p.m. pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to *Velo Village Apartments, LLC v. City of Franklin*, Milwaukee County Circuit Court Case No. 2023-CV-5465, a litigation matter which is in process and pending at this time, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Craig. On roll call, all voted Aye. Motion carried.
- Upon reentering open session at 10:36 p.m., Alderwoman Eichmann moved to authorize the Mayor to sign off on and therefor approve, as a representative of the City, the Settlement Agreement as recommended by Council and approve a partial property tax refund for parcels 754-9008-000, 754-9002-001 and 754-9011-000 in the amount of \$51,071.32 and direct staff to file the charge back request to the Department of Revenue and seek compensation from other taxing authorities. Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried.
- ORD. 2024-2617
RE-APPROPRIATE \$147,800 OF STREET IMPROVEMENT APPROPRIATIONS FROM STREET IMPROVEMENT FUND TO CAPITAL IMPROVEMENT FUND
- G.17. Alderman Barber moved to adopt Ordinance No. 2024-2617, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE STREET IMPROVEMENT FUND AND CAPITAL IMPROVEMENT FUND TO RE-APPROPRIATE \$147,800 OF STREET IMPROVEMENT APPROPRIATIONS FROM THE STREET IMPROVEMENT FUND TO THE CAPITAL IMPROVEMENT FUND. Seconded by Alderwoman Day. On a roll call, all voted Aye. Motion carried.
- RES. 2024-8156
DEVELOPMENT AGMT WITH JILLY'S
- G.18. Alderman Barber moved to adopt Resolution No. 2024-8156, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT FOR PUBLIC

LLC 5484 W. RAWSON
AVE.

INFRASTRUCTURE IMPROVEMENTS WITH JILLY'S LLC FOR
5484 W. RAWSON AVE., TKN 741-9002-000. Seconded by
Alderman Hasan. All voted Aye; motion carried.

RES. 2024-8157
RELEASE PUBLIC
WATER MAIN
EASEMENT TO
ACCEPT NEW PUBLIC
WATER MAIN
EASEMENT

G.19. Alderman Barber moved to adopt Resolution No. 2024-8157, A
RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO
ACCEPT THE RELEASE OF THE PUBLIC WATER MAIN
EASEMENT AND TO ACCEPT NEW PUBLIC WATER MAIN
EASEMENTS AT 5414, 5444, AND 5484 W. RAWSON AVE.
(TKNS 741-9004-000, 741-9003-000 AND 741-9002-000). Seconded
by Alderman Hasan. All voted Aye; motion carried.

ORD. 2024-2618
PURCHASE AND
INSTALLATION OF
DEVELOPER TREES
FOR \$30,000

G.20. Alderwoman Eichmann moved to adopt Ordinance No. 2024-2618, AN
ORDINANCE TO AMEND ORDINANCE 2023-2569, AN
ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR
THE CAPITAL OUTLAY FUND TO PROVIDE \$30,000 OF TREES
& LANDSCAPING RESOURCES AND APPROPRIATIONS FOR
THE PURCHASING AND INSTALLATION OF DEVELOPER
TREES. Seconded by Alderman Hasan. On a roll call, all voted Aye.
Motion carried.

RES. 2024-8158
TRANSPORTATION
ALTERNATIVES
PROGRAM FOR W.
PUETZ RD PATHWAY
FOR \$440,000

G.21. Alderwoman Eichmann moved to adopt Resolution No. 2024-8158, A
RESOLUTION TO EXECUTE A STATE/MUNICIPAL
AGREEMENT FOR AN INFRASTRUCTURE TRANSPORTATION
ALTERNATIVES PROGRAM (TAP) PROJECT FOR W. PUETZ
RD. PATHWAY IN THE AMOUNT OF \$440,000. Seconded by
Alderman Hasan. All voted Aye; motion carried.

ORD. 2024-2619
RETITLE CITY
ENGINEER/DIRECTOR
OF DPW POSITION

G.22. Alderman Barber moved to adopt Ordinance No. 2024-2619, AN
ORDINANCE TO AMEND § 55-1 OF THE MUNICIPAL CODE TO
RETITLE THE POSITION OF CITY ENGINEER/DIRECTOR OF
PUBLIC WORKS TO CITY ENGINEER AND TO RESTRUCTURE
THE DEPARTMENT OF PUBLIC WORKS AND SEWER AND
WATER SUPERINTENDENTS TO REPORT DIRECTLY TO THE
MAYOR, with changes as necessary to other Municipal Ordinances or
Codes. Seconded by Alderman Hasan. On a roll call, all voted Aye.
Motion carried (5-0-1).

ORD. 2024-2620
HEALTH GRANTS
AND DONATIONS

G.23. Alderman Barber moved to adopt Ordinance No. 2024-2620, AN
ORDINANCE TO AMEND ORDINANCE 2023-2569, AN
ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR
THE HEALTH GRANTS FUND AND DONATIONS FUND TO
PROVIDE ADDITIONAL RESOURCES AND APPROPRIATIONS
FOR VARIOUS HEALTH GRANTS AND DONATIONS. Seconded
by Alderwoman Eichmann. On a roll call, all voted Aye. Motion
carried (5-0-1).

- RES 2024-8159
SUPERCEDE
STATE/MUNICIPAL
FINANCIAL AGMT
FOR WI DOT PROJECT
S LOVERS LN RD/W
RYAN RD FROM 60TH
ST TO W. ST
MARTINS RD \$370,000
- G.24. Alderwoman Eichmann moved to adopt Resolution No. 2024-8159, A RESOLUTION TO SUPERSEDE A STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A WISCONSIN DEPARTMENT OF TRANSPORTATION PROJECT ON S. LOVERS LANE RD./W. RYAN RD. (USH 45/STH 100) FROM S. 60TH ST. TO W. ST MARTINS RD. IN THE AMOUNT OF \$370,000, subject to technical changes by City Attorney. Seconded by Alderwoman Day. All voted Aye; motion carried.
- RES 2024-8160
EXECUTE
STATE/MUNICIPAL
AGMT FOR WI DOT
PROJECT S. LOVERS
LN RD/W. RYAN RD
FROM 60TH ST TO W.
ST MARTINS RD.
\$302,800
- G.25. Alderman Hasan moved to adopt Resolution No. 2024-8160, A RESOLUTION TO EXECUTE A STATE/MUNICIPAL AGREEMENT FOR AN INFRASTRUCTURE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT FOR A WISCONSIN DEPARTMENT OF TRANSPORTATION PROJECT ON S. LOVERS LANE RD./W. RYAN RD. (USH 45/STH 100) FROM S. 60TH ST. TO W. ST MARTINS RD. IN THE AMOUNT OF \$302,800, subject to technical changes by City Attorney. Seconded by Alderman Craig. All voted Aye; motion carried.
- Mayor Nelson called a recess at 11:23 p.m.
- Mayor Nelson reconvened at 11:30 p.m.
- ORD. 2024-2621
KEN WINDL PARK
REPAIRS \$65,000
- G.26. Alderman Craig moved to adopt Ordinance No. 2024-2621, AN ORDINANCE TO AMEND ORDINANCE 2023-2569, AN ORDINANCE ADOPTING THE 2024 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY FUND TO PROVIDE CARRYFORWARD APPROPRIATIONS FROM THE 2023 ANNUAL BUDGET FOR KEN WINDL PARK PAVILION REPAIRS IN THE AMOUNT OF \$65,000.00. Seconded by Alderwoman Eichmann. On a roll call, all voted Aye. Motion carried.
- RES 2024-8161
RUEKERT & MIELKE
PROFESSIONAL FEE
\$9,150
- G.27. Alderwoman Eichmann moved to adopt Resolution No. 2024-8161, A RESOLUTION TO AUTHORIZE AMENDMENT 9, TO TASK ORDER 5 TO RUEKERT & MIELKE, INC. FOR FINAL SERVICES RELATED TO S. HICKORY ST. WITHIN TID 8 FOR A PROFESSIONAL FEE OF \$9,150. Seconded by Alderman Hasan. All voted Aye. Motion carried.

RES 2024-8154
AWARD BUTEYN-
PETERSON
CONSTRUCTION CO
FOR S. HICKORY ST
IMPROVEMENTS
\$2,754.70

G.28 Alderwoman Day moved to adopt Resolution No. 2024-8154, A RESOLUTION TO AWARD FINAL CHANGE ORDER NO. 6 TO BUTEYN-PETERSON CONSTRUCTION CO., INC. FOR THE FRANKLIN CORPORATE PARK - S. HICKORY ST. IMPROVEMENTS FOR \$2,754.70. Seconded by Alderman Craig. All voted Aye; motion carried.

CLOSED SESSION
POLISH HERITAGE
ALLIANCE, INC. V.
CITY OF FRANKLIN

G.31 Alderwoman Eichmann moved to enter closed session at 11:38 p.m. pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to *Polish Heritage Alliance, Inc. v City of Franklin*, Milwaukee County Circuit Court Case No. 2023-CV-9073, a litigation matter which is in process and pending at this time, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Barber. All voted Aye; motion carried.

Upon reentering open session at 11:47 p.m., Alderman Hasan moved to proceed as directed in closed session. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

CLOSED SESSION
PERSONNEL MATTER

G.32 Alderman Barber moved to enter closed session at 11:49 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 Alderman Craig. All voted Aye; motion carried.

Upon reentering open session at 12:01 a.m., Alderwoman Eichmann moved to approve the reimbursement as discussed in closed session. Seconded by Alderman Hasan. On roll call, Alderwoman Eichmann, Alderman Hasan, Alderman Barber and Alderman Craig voted Aye, Alderwoman Day abstained. Motion carried (4-0-1).

LICENSES AND
PERMITS

H.1 Alderwoman Eichmann moved to approve Special License Committee Meeting Minutes of May 14, 2024:

Grant 2023-24 Operator License to: Nicole Stankowski, Gabrielle

Bantz, Shania Bransley, Devin Grube, Rebecca Knuth, Hailey Lewan, Jason Liedle, Kevin Olson, Violeta Reaves, Alyssa Ruehlow, Grant Taebel, Peighten Thompson, & Connie Young;

Grant 2024-25 Operator License to: Sherena Adams, Maria Baltutis, Tiffany Nelson, James Jertson, John Kirsling, Gianna Lenczner, James Rickert, Natalie Scanlan, Sherri Sellers, Tanya Zimmerman;

Grant 2023-24 & 2024-25 Operator License to: Tylor Bacher, Olivia Bantz, Kelly Bramel, Patrick Brinkman, Lindsey Czubin, William Engelhardt, Emily Evers, Sarah Gavin, Andrea Herber, Jayden, Konicke, Katelyn Krieg, Hunter Kirzan, Elizabeth Kubricky, Nicole Kusz, Justin Lockridge, Cecilia Lor, Ryan Maass, Jenna Jones, Serena Medrano, Sarah Michaels, Kelly Molina, Christian Montano, Brooke, Nadeau, Anita Osvatic, Sharon Paul, John Saric, Nicole Tarantino;

Grant 2024-2025 Renewal Operator License to: Claire Almquist, Angelina Alvarez, Amy Analla, Michael Anders, Allison Anderson, Cathy Anderson, Geraldine Arteaga, Amy Balcerzak, Thomas Balistreri, Michael Bartolone, Bobbie Jo Bartolotta, Anayeli Benitez, Kallie Berg, Sarah Berg, Brandon Bhatti, Tanya Bielinski, Joshua Bishop, Claudia Blue, John Braovac, Tammy Bresette, Joseph Brooks, William Canales, Luke Capstran, Joseph Cauley, Jada Cesar, Angela Christie, Eric Cottman, Alyssa Dama, Tracey Deak, Susan Degeorge, Maricel Delgado Fuentes, Jennifer Deputy, Taylor Erickson, Christopher Ewig, Hailey Frejnik, April Gagliano, Eric Gagliano, Madeline Gernhauser, Corie Graf, Patricia Greer, Halina Grochowski, Ashley Grube, Marina Gutierrez;

Hold 2023-24 Operator License to Antoine Williams pending checking record check; and

Approve 2023-24 Operator License Pending Correction of Application to Matthew Engelhardt, Pricilla Suarez, Gregory Tans, Brandon Tawyea, Tyler Cherek, Cornissa Collins.

Seconded by Alderwoman Day. All voted Aye; motion carried.

H.2 Alderwoman Eichmann moved to approve Regular License Committee Meeting Minutes of May 21, 2024: Seconded by Alderwoman Day.

Alderman Barber left his seat at 12:10 a.m.

Alderman Barber returned to his seat at 12:14 a.m.

Alderwoman Eichmann moved to amend her approval of the Regular License Committee Meeting of May 21, 2024 with the following remarks: The Hills has eyes has to adhere to the strict 55 dBA at the property line.

Grant Extraordinary Entertainment & Special Event License to: Rock

Sports Complex-The Hill Has Eyes 2024, Joe Zimmerman, 7005 S Ballpark Dr-Ballpark Commons, Fridays & Saturday, 9/27-10/26/24, Sundays for Family Oriented Events, 9/29-10/27/24; Luxe Golf Bays-Red, White & Brew Festival, Hailey Lewan, 7065 S Ballpark Dr-Ballpark Commons, 9/1/24; Xaverian Missionaries-Annual Festival, Fr. Alejandro Rodriguez, 4500, W Xavier Dr, 6/22 & 6/23/24; Grant 2024-25 Fixed Full-Service Retail Outlet Entertainment & Amusement 2024-25 License to On Cloud Wine, LLC, DBA On Cloud Wine, 10062 W Loomis Rd, John "Randy" Larson; Grant 2024-25 Amusement Device Operator Pending Correction of Application to: American Entertainment Services, Inc., W337 S5059 Hwy GG, Dousman, WI 53118, Kenneth Grothmann; Grant 2024-25 Amusement Device Operator to: Games Are Us Inc, W144 S6515 College Ct, Muskego, WI 53150, Steven Murphy; National Entertainment Network, LLC, 246 S Taylor Ave, Unit 200, Louisville, CO 80027, Nicholas Miceli; Red's Novelty Ltd, 1921 S 74 St, West Allis, WI 53219, Jay Jacomet; Reggie's Amusements, LLC, 4918 S Packard Ave, Cudahy, WI 53110, Reginald Zeniecki; Wisconsin P & P Amusement, 12565 W Lisbon Rd, Brookfield, WI 53005, Michael Weigel.

Seconded by Alderwoman Day. On roll call, all voted Aye. Motion carried.

VOUCHERS AND
PAYROLL

- I. Alderman Barber moved to approve City vouchers with an ending date of May 16, 2024, in the amount of \$ 1,221,526.65 and payroll dated May 17, 2024 in the amount of \$ 469,830.75 and payments of the various payroll deductions in the amount of \$ 241,059.99, plus City matching payments and estimated payroll dated May 31, 2024 in the amount of \$ 490,000 and payments of the various payroll deductions in the amount of \$ 470,000, plus City matching payments. Seconded by Alderman Hasan. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Craig moved to adjourn the meeting of the Common Council at 12:33 a.m. Seconded by Alderman Hasan. All voted Aye; motion carried.

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<p>APPROVAL</p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 6-4-24</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Solutions to Noise Issues at the ROC Ballpark Commons Update</p>	<p>ITEM NUMBER D.1.</p>

The Mayor will provide an update as to the solutions to noise issues at the ROC Ballpark Commons.

COUNCIL ACTION REQUESTED

As the Common Council may determine appropriate.

MAYOR -JRN

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/4/2024
REPORTS & RECOMMENDATIONS	Authorization for the Department of Public Works to Restructure & Retitle Three Staff Positions	ITEM NUMBER B2.

BACKGROUND

The Franklin Department of Public Works (DPW) is requesting authorization to implement the retitling of three positions within the organization which will be filled by three current employees whom will vacate their existing positions, as part of an internal re-structuring process.

This change will allow our department to better address the needs of the City, the community, and the department, and will allow us to better align these positions with their existing job duties.

At the May 20th, 2024, Personnel Committee meeting, the Personnel Committee voted to recommend this request to the Common Council for approval.

ANALYSIS

The Department of Public Works is looking to convert the following positions:

1. One (1) Heavy Equipment Operator (HEO) to a Foreman/HEO position.
2. One (1) Light Equipment Operator (LEO) to an Arborist/LEO position.
3. One (1) Light Equipment Operator (LEO) to an Assistant Mechanic/LEO position.

These positions will be posted internally once approved. The Department of Public Works is hoping to have these positions filled by current staff as of July 1st, 2024.

FISCAL NOTE

Staff recommends using funds from the 2024 Operating Budget (Salaries-Full Time, Acct #01-0331-5111), to cover the difference in wages for the three retitled positions. The estimated cost to implement these changes from July 1st through the end of 2024 would be approximately \$7,130.00. This increased cost would be covered by the salary from the current vacant position within the department.

RECOMMENDATIONS

The Department of Public Works recommends the Council to approve the restructure & retitling of three staff positions within our department.

Council Action Requested

Request Common Council authorization to move forward with the restructure & retitling of the above listed staff positions using funds from vacant position in Account #01-0331-5111.

DPW:KLS/ams

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/4/2024
Reports and Recommendations	A motion to approve the Director of Health and Human Services to sign the Franklin High School Community Internship Agreement to host a volunteer student intern during the 2024-2025 school year.	ITEM NUMBER M.3.

Background: The City of Franklin Health Department finds value in educational partnerships for student internship and volunteer experiences benefiting both students and the city directly. This education affiliation agreement outlines the Franklin Health Department to serve as the host site for a Franklin High School community student internship experience. The internship will take place during the 2024-2025 school year.

The student workplan will focus on and will lend enhancement to Franklin Health Department priorities as identified in the Franklin Community Health Improvement Plan.

Fiscal Note: The student internship will consist of volunteer hours by a student enrolled at Franklin High School.

The community internship agreement has been sent to the City of Franklin legal counsel for review with no changes recommended.

COUNCIL ACTION REQUESTED

A motion to approve the Director of Health and Human Services to sign the Franklin High School Community Internship Agreement to host a volunteer student intern during the 2024-2025 school year.

Health Department: LG

**Franklin High School
Community Internship Agreement**

This agreement is between

_____ and _____
(Student Employee) (Primary Employer)

The Student Employee agrees to:

- Maintain the academic requirements of the Community Internship program
- Maintain the attendance requirements of school and the employer
- Observe company rules and other requirements identified by the employer
- Maintain confidentiality of personally identifiable information in all client interactions including verbal conversation and written records directly or indirectly observed
- Continuously works towards successfully demonstrating of the required competencies of the Employability Skills Portfolio
- Participate in progress reviews scheduled with mentor and Community Experience Coordinator

The Student's Parent or Guardian agrees to

- Assist the student employee in meeting the academic and attendance requirements of the Community Internship program
- Ensure transportation to and from the work site is provided
- Participate in progress reviews scheduled with mentors, Community Experience Coordinator, and the student employee, when appropriate

The Employer agrees to:

- Provide a work based learning experience for the length of the agreement
- Instruct the student in the required competencies of the Employability Skills Portfolio
- Comply with all applicable state and federal child labor laws
- Ensure that any work performed in occupations declared hazardous shall be under the direct and close supervision of a qualified and experienced person
- Ensure that necessary safety instruction will be provided
- Authorize the mentor to participate in progress reviews scheduled with the student employee and the Community Experience Coordinator

The School District agrees to:

- Ensure the student employee will meet high school requirements and the student will have the opportunity to successfully complete all requirements of the Internship
- Assist in the documentation and submission of the required competencies of the Employability Skills Portfolio
- Participate in progress reviews scheduled with mentors, the student employee, and the student's parent or guardian
- Award credit toward graduation for both the related instruction and work-based component

The Internship will begin on _____ and be completed by _____
(Month / Day / Year) (Month/Day /Year)

Employer Representative:

Printed Name	Signature	Date	
Employer Street Address	City	State	Zip Code
Email Address	Phone Number		

Student Employee:

Printed Name	Signature	Date
Email Address	Phone Number	Date of Birth

Parent or Guardian:

Printed Name	Signature	Date
Email Address	Phone Number	

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE June 4, 2024
REPORTS & RECOMMENDATIONS	A Resolution for the Construction of a City Public Sidewalk In Milwaukee County Right-of-Way Along the East Side of S. 76th Street (CTH U) from W. Ryan Road (STH 100) To a Point Approximately 1,578 Feet North	ITEM NUMBER Ald. District 1 B.4.

BACKGROUND

Carma Laboratories, Inc has a developer’s agreement with the City of Franklin dated October 24, 2023. As part of the developer’s agreement, Carma Laboratories agreed to install a sidewalk valued at \$92,000 along their property within the Milwaukee County right-of-way for S. 76th Street (CTH U).

ANALYSIS

Milwaukee County requires that the City take ownership and responsibility for the sidewalk before a construction permit is approved. The attached resolution commits the City to own and maintain the sidewalk.

Note that clearing snow is the responsibility of the adjacent property owner per the Franklin Municipal Code:

§ 222-6 Snow and ice removal.

A. Owner to clean sidewalk. The owner of any building or lot fronting upon or adjoining any street shall clean or cause to be cleaned the sidewalk abutting such building or lot of snow and ice and shall cause the same to be kept clear of snow and ice within 24 hours after such snow or ice has ceased to fall or accumulate thereon, provided that when ice has so formed on any sidewalk that it cannot be removed, such person shall ensure safe traversing by applying an abrasive material or salt within the time period referred to herein.

OPTIONS

Accept or reject Resolution tanking ownership for a new City sidewalk along Carma Laboratories along S. 76th Street. Rejection of this resolution would not allow Carma to construct the sidewalk.

FISCAL NOTE

No impact to City budget. The cost of the sidewalk was previously negotiated in the Tax Increment Development agreement with Carma Laboratories.

COUNCIL ACTION REQUESTED

Authorize Resolution 2024-_____ A resolution for the construction of a City public sidewalk in Milwaukee County right-of-way along the east side of S. 76th Street (CTH U) from W. Ryan Road (STH 100) to a point approximately 1,578 Feet north.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024- _____

A RESOLUTION FOR THE CONSTRUCTION OF A CITY PUBLIC SIDEWALK
IN MILWAUKEE COUNTY RIGHT OF WAY ALONG THE EAST SIDE OF
S. 76TH STREET (CTH U) FROM W. RYAN ROAD (STH 100)
TO A POINT APPROXIMATELY 1,578 FEET NORTH

WHEREAS, Carma Lavatories, Inc., a developer in the City of Franklin, is preparing plans, estimates, and specifications to construct a City public sidewalk on S. 76th Street (CTH U) from S. 76th Street (CTH U) from W. Ryan Road (STH 100) to a point approximately 1,578 feet north; and

WHEREAS, Construction is scheduled for 2024; and,

WHEREAS, the City of Franklin supports the construction project and said project will include a City public sidewalk on the east side of S. 76th Street (CTH U) along their development; and

WHEREAS, the City of Franklin is willing to take ownership and responsibility of the referenced sidewalk; and

WHEREAS, the Franklin Municipal Code Section 222-6 provides that the adjacent Owner is responsible for clearing snow and ice from adjacent sidewalks.

NOW, THEREFORE, BE IT RESOLVED that the City of Franklin agrees that all ownership and all future maintenance of said City public sidewalk and all future maintenance of the adjoining terrace area and driveway approaches shall be borne by the City of Franklin, and/or adjacent owner(s) as outlined in the Franklin Municipal Code.

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE June 4, 2024
REPORTS & RECOMMENDATIONS	A Resolution to Award the 2024 Local Street Preventative Maintenance Program and Contract to Fahrner Asphalt Sealers, LLC, in the Amount of \$148,899.95	ITEM NUMBER All Ald. Districts D.5.

BACKGROUND

On February 21, 2024, Common Council authorized Staff to advertise and bid the 2024 Local Street Preventative Maintenance Program Contract (LSPM).

Portions of the following areas were included in the 2024 LSPM advertisement (map included in the packet):

Base Bid	Hale Park Highlands, W. Rawson Avenue
Alternate 1	Southwood East
Alternate 2	Aspen Woods
Alternate 3	W. Minnesota Avenue, W. Statesman Way
Alternate 4	W. Tumblecreek Drive, W. Kathleen Court, S. Stonebrook Court
Alternate 5	Mission Hills South
Alternate 6	The Glen at Park Circle
Alternate 7	Ryanwood Manor

The program includes rejuvenating seal coat and crack sealing. A rejuvenating seal coat is a spray on pavement preservation treatment applied to an existing asphalt pavement surface to preserve its functional and structural integrity. It will help prolong the life of quality pavement and delay degradation and more costly rehabilitation treatments. The spray on application is a thin coating of rejuvenating emulsion on the existing pavement which typically has fast cure times ranging from one to eight hours depending on the weather conditions. This will be similar to the seal coating that was performed in recent years throughout the City.

The program is anticipated to begin later this summer with completion in late August.

ANALYSIS

Four bids were received and opened publicly on May 16, 2024:

	Corrective Asphalt Materials, LLC	Fahrner Asphalt Sealers, LLC	Denler, Inc.	Scott Construction, Inc.
Base Bid	\$23,493.80	\$26,566.30	\$24,299.20	\$26,738.88
Alternate No. 1	\$31,824.60	\$30,776.10	\$32,206.40	\$35,012.96
Alternate No. 2	\$15,711.70	\$15,345.95	\$16,912.80	\$19,292.42
Alternate No. 3	\$11,062.50	\$11,093.75	\$12,500.00	\$11,777.50
Alternate No. 4	\$19,806.30	\$19,567.05	\$20,799.20	\$23,011.38
Alternate No. 5	\$21,080.70	\$20,687.45	\$22,008.80	\$21,654.82
Alternate No. 6	\$6,891.20	\$6,899.20	\$8,540.80	\$8,833.12
Alternate No. 7	\$18,236.90	\$17,964.15	\$19,309.60	\$22,785.94
Total	\$148,107.70	\$148,899.95	\$156,576.80	\$169,107.02

The bids were extremely close, however the bid by Corrective Asphalt Materials, LLC was incomplete as they did not bid on crack sealing as specified within the contract, therefore their bid should be rejected.

Fahrner Asphalt Sealers, LLC was the lowest responsible bidder and Staff recommends award for the Base Bid plus all Alternates Bids to Fahrner Asphalt Sealers, LLC, in the amount of \$148,899.95. At this price there is room for required DPW expenses and overruns.

OPTIONS

- A. Award bid and contract to Fahrner Asphalt Sealers, LLC for Base Bid plus all Alternate Bids, or
- B. Provide other direction to Staff.

FISCAL NOTE

The 2024 adopted budget allocated \$2,200,000 in available funds for the City’s road program (47-0331-5823).

47-0331-5823	\$2,200,000.00
2024 Local Street Improvement Program Contract (Payne & Dolan, Inc.)	-\$1,726,486.35
2024 Local Street Preventative Maintenance Contract	-\$148,899.95
Carryover from 2023 fund	\$67,140.00
Anticipated DPW/material costs	-\$248,000.00
Remainder/contingency	\$143,753.70

COUNCIL ACTION REQUESTED

(Option A) Motion to adopt Resolution No. 2024 - _____, a resolution awarding the 2024 Local Street Preventative Maintenance Program and contract to Fahrner Asphalt Sealers, LLC, in the amount of \$148,899.95.

Engineering: TAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2024- _____

A RESOLUTION TO AWARD
THE 2024 LOCAL STREET PREVENTATIVE MAINTENANCE CONTRACT
TO FAHRNER ASPHALT SEALERS, INC., IN THE AMOUNT OF \$148,899.95

WHEREAS, the City of Franklin advertised and solicited bids for the 2024 Local Street Preventative Maintenance Program; and

WHEREAS, four bids were received on May 16, 2024 and Fahrner Asphalt Sealers, Inc. was the lowest responsive and responsible bidder; and

WHEREAS, Fahrner Asphalt Sealers, Inc. is a qualified public works contractor; and

WHEREAS, the 2024 City Budget included \$2,200,000 for street improvements; and

WHEREAS, it is in the best interest of the City as recommended by the City's Staff to award the contract for the 2024 Local Street Preventative Maintenance Program in the amount of \$148,899.95 to Fahrner Asphalt Sealers, Inc.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, to award the 2024 Local Street Preventative Maintenance Program contract to Fahrner Asphalt Sealers, Inc.

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

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

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

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

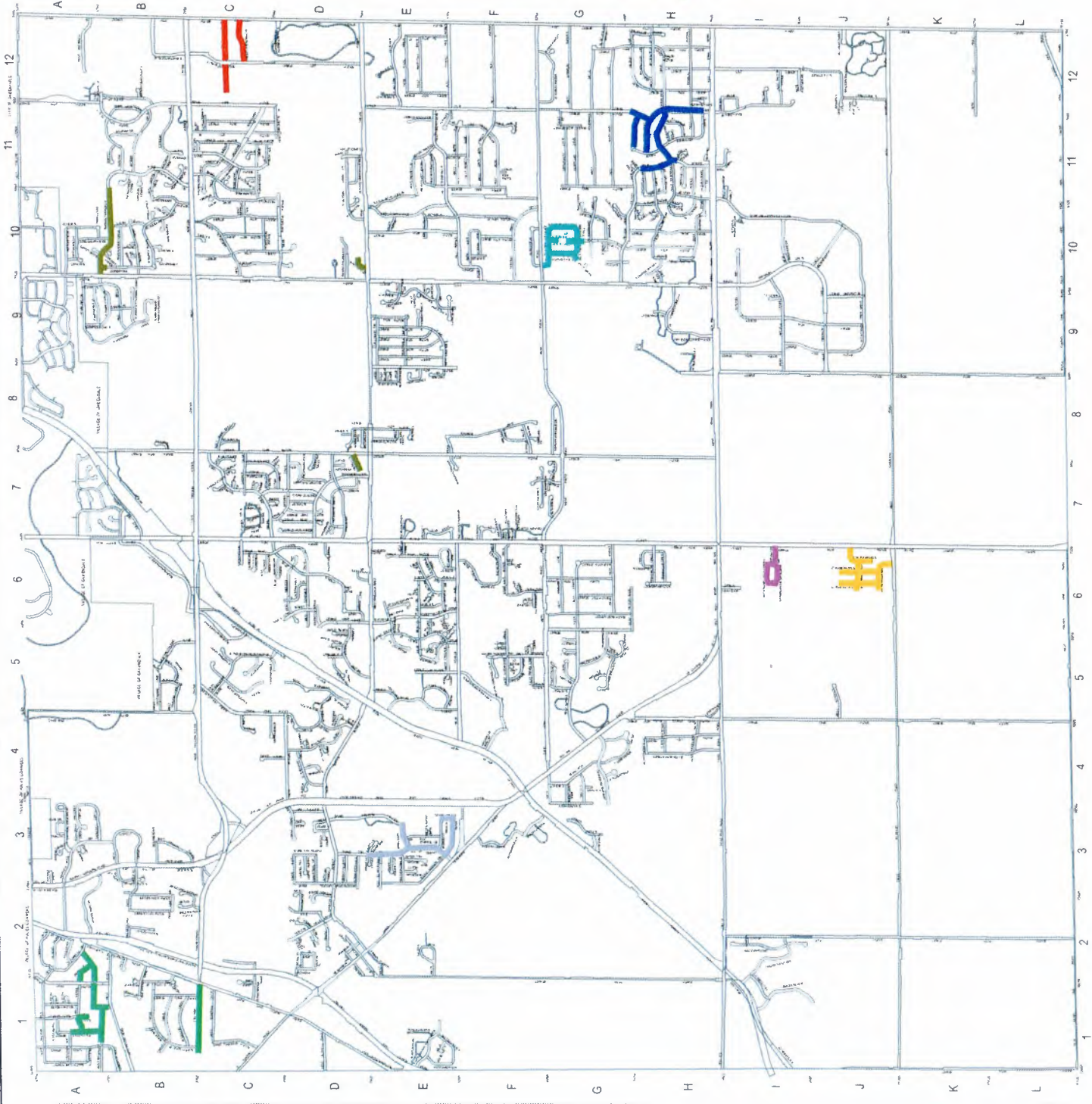
AYES _____ NOES _____ ABSENT _____

CITY OF FRANKLIN 2024 Local Street Prev. Maint. Program



3,000 1,500 0 3,000 Feet

- BASE BID NO. 1
- MANDATORY ALT. BID NO. 1
- MANDATORY ALT. BID NO. 2
- MANDATORY ALT. BID NO. 3
- MANDATORY ALT. BID NO. 4
- MANDATORY ALT. BID NO. 5
- MANDATORY ALT. BID NO. 6
- MANDATORY ALT. BID NO. 7



<p style="text-align: center;">APPROVAL</p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 6/4/2024</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Approval of the Service Agreement with BCI Entertainment, LLC to Provide a Northern Lights Drone Show on July 5, 2024 as Part of the 2024 Independence Celebration with Technical Corrections to the Insurance Requirements</p>	<p style="text-align: center;">ITEM NUMBER M.6.</p>

BACKGROUND

At the April 16, 2024 Common Council Meeting, the Council approved Resolution No. 2024-8136, authorizing certain officials to execute a service agreement with BCI Entertainment, LLC to provide a Northern Lights Drone Show on July 5, 2024 as part of the 2024 Independence Celebration.

Per Legal, Administration, and City Insurer recommendation, staff is bringing this item back for approval with technical corrections to the insurance requirements of the service agreement; changing the \$2M/\$4M General/Commercial Liability to \$1M/\$2M.

COUNCIL ACTION REQUESTED

Motion to approve the Service Agreement with BCI Entertainment, LLC to provide a Northern Lights Drone Show on July 5, 2024 as part of the 2024 Independence Celebration with technical corrections as noted to the insurance requirements changing \$2M/\$4M General/Commercial Liability to \$1M/\$2M.

A G R E E M E N T

This AGREEMENT, is made and entered into this 4th day of April, 2024, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and BCI Entertainment, LLC (hereinafter "CONTRACTOR"), whose principal place of business is 8425 WI 38, Caledonia, WI.

W I T N E S S E T H

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 a drone light show;

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 a drone light show on July 5th 2024, as described in CONTRACTOR's proposal to CLIENT dated 4/2/2024, 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 \$9,000, 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 \$9,000. 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. John Bergner 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, Andy Ackmann as 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. Contractor's Pollution Liability (Not applicable)	Not applicable

D Umbrella or Excess Liability Coverage for General/Commercial, Automobile Liability, and Contractor's Pollution Liability	\$10,000,000 per occurrence for bodily injury, personal injury, and property <i>CITY shall be named as an additional insured on a primary, non-contributory basis</i>
E. 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>

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 Notice to Proceed as of 4/4/2024

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. 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

BY _____

PRINT NAME John R Nelson

TITLE Mayor

DATE _____

BY _____

PRINT NAME. Danielle L. Brown

TITLE: Director of Finance and Treasurer

DATE. _____

BY _____

PRINT NAME Shirley J Roberts

TITLE: City Clerk

DATE _____

Approved as to form

Jesse A. Wesolowski, City Attorney

DATE _____

BCI Entertainment

BY  _____

PRINT NAME Andy Ackmann

TITLE. Chief Operating Officer, BCI Entertainment

DATE: 4/4/2024

Proposal for a Drone Light Show

Event: Franklin Independence Day Celebration

Date: July 5th 2024 with a rain date of July 6th 2024

Location: Lions Legend Park, 9229 West Loomis Road, Franklin, WI 53132

Proposed Drone Light Show:

Northern Lights Drone Shows will design and fly a fully customized drone light show for Franklin's Independence Day celebration synced to a custom music track. The design process will be a collaborative experience with the opportunity for including theming and imagery relating to the city of Franklin.

Flight Details:

- Flight Time: 15 minutes on July 5th, 12 minutes on the rain date of July 6th.
- Flight Area: Up to 400ft high, 300ft deep, 300ft wide (but can be smaller).
- Flight Area Safety Zone: A 200ft safety zone free of spectators is needed around the entire flight area.
- Safety: Each drone has a 2-layer geofence to ensure no drone strays outside the designated flight area.
- Weather: Drones can fly in sustained winds up to 20Mph and Gusts up to 23Mph. Drones do not fly in the rain.
- Setup / Takedown: We require access to the flight area at least 2 hours prior to launch. All equipment will be removed within 2 hours of the show's end.

Requirements from the venue:

- A suitable outdoor location with ample space for drone take-off and landing. The drone launchpad itself can be adjusted to different shapes, but generally a 50ft by 50ft space is what's needed.
- A 200ft safety zone needs to be enforced around the flight area. This can be accomplished with a combination of barricades, caution tape, natural barriers, and personnel. A site visit and further discussions would determine the exact amount of each.
- A speaker system to play the music through (if music is desired).
- Venue is responsible for ensuring proper music licensing is in place for the event.

Pricing:

Single Flight, 100 Drones - \$9,000

- Includes fully custom music track, fully custom show design, day-of flight operations, labor, and travel
- Includes the ability to integrate sponsor logos / company names within the drone show itself. This gives sponsors a unique opportunity to be “thanked” for their contributions while also achieving amazing visibility to the entire crowd

Conclusion:

We believe that this Drone Light Show will be one of the big highlights of Franklin’s Independence Day celebration, providing a unique and unforgettable experience for the community. Our team is committed to delivering a safe, visually stunning, and technically flawless performance that will leave a lasting impression and elevate the Franklin Independence Day celebration’s success.

Sincerely,

Andy Ackmann
COO Northern Lights Drone Shows
Email: Andy@NorthernLightsDroneShows.com
Cell: 414-839-6726
4/2/2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Coverra Insurance Services, Inc 535 Industrial Drive P O Box 253 Sparta WI 54656	CONTACT NAME Rebecca Stritchko PHONE (A/C, No, Ext): 608-269-2127 FAX (A/C, No) 608-269-2130 E-MAIL ADDRESS: rstritchko@coverrainsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A Secura Insurance, A Mutual Company INSURER B Cincinnati Insurance (Direct Market) INSURER C Global Aerospace INSURER D INSURER E INSURER F
INSURED Bear Country, Inc & Bear Country Holding, LLC BCI Entertainment LLC 8425 State Hwy 38 Caledonia WI 53108	BEARCOU-01

COVERAGES

CERTIFICATE NUMBER: 1870797251

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			CP3379261	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1 000 000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300 000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1 000 000 GENERAL AGGREGATE \$ 2,000 000 PRODUCTS COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			A3379262	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1 000 000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			CU3379264	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 10 000 000 AGGREGATE \$ 10 000 000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3379263	12/31/2023	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1 000 000 E.L. DISEASE EA EMPLOYEE \$ 1 000 000 E.L. DISEASE POLICY LIMIT \$ 1,000,000
B C	Cyber Liability EPLI & D&O Drone Liability			EMP 0673985 9029723	12/31/2022 8/5/2023	12/31/2025 8/5/2024	250,000 1 000 000 2 000 000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured including Waiver of Subrogation Endorsement is included on the General Liability policy per written contract

Inland Marine policy includes a blanket \$250,000 limit for leased & rental equipment

Drone liability coverage in place with a \$2,000,000 liability limit- operating entity BCI Entertainment LLC- liability coverage includes a blanket additional insured endorsement, including primary & non-contributory & waiver of subrogation

Secura Insurance excludes aircraft liability

The City of Franklin is included in the blanket additional insured endorsement including primary & non-contributory

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

City of Franklin
 9229 W Loomis Rd
 Franklin WI 53132

AUTHORIZED REPRESENTATIVE

Rebecca Stritchko

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<p align="center">APPROVAL</p>	<p align="center">REQUEST FOR COUNCIL ACTION</p>	<p align="center">MEETING DATE 06-04-24</p>
<p align="center">REPORTS & RECOMMENDATIONS</p>	<p align="center">Committee of the Whole Recommendations</p>	<p align="center">ITEM NUMBER D.7.</p>

Recommendation from the Committee of the Whole Meeting of June 3, 2024:

Governmental Training Presented by the League of Wisconsin Municipalities

COUNCIL ACTION REQUESTED

As directed

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Approval	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/4/24
REPORTS & RECOMMENDATIONS	<p>Potential commercial/industrial/manufacturing/development(s) and proposal(s) and potential development(s) agreement(s) in relation thereto for, including, but not limited to propert(ies) at 3303 West Oakwood Road. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/ manufacturing/ development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the propert(ies) at 3303 West Oakwood Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>	<p>Ald. District 4 ITEM NUMBER</p> <p>M. 8.</p>

Department of City Development, Administration, Finance and Legal Services departments staff will be present at the meeting.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing/ development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the propert(ies) at 3303 West Oakwood Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Economic Development: JR; Legal Services Dept jw

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 06/04/2024
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM 02/NUMBER H.

See attached License Committee Meeting Minutes from the Special License Committee Meeting of May 30, 2024 and Minutes from the License Committee Meeting of June 4, 2024.

COUNCIL ACTION REQUESTED

Approval of the Minutes of the Special License Committee Meeting of May 30, 2024 and Minutes of the License Committee Meeting of June 4, 2024.

CITY CLERK'S OFFICE



License Committee Agenda*
Franklin City Hall Hearing Room
9229 West Loomis Road, Franklin, WI
June 4, 2024 – 5:00 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2023-2024 5:00 p.m.	Robert Meyer Hideaway Pub & Eatery			
Operator 2024-2025 Renewal	Robert Meyer Hideaway Pub & Eatery			
Class A Combination 2024-2025	7-Eleven, Inc. DBA 7-Eleven #35834J Lisa Hansen, Agent 7610 W Rawson Ave			
Class A Combination 2024-2025	Ryan Fuel LLC DBA Andy's On Ryan Rd Kavita Khullar, Agent 5120 W Ryan Rd			
Class A Combination 2024-2025	Wisconsin CVS Pharmacy LLC DBA CVS Pharmacy #5390 Nicole Baker, Agent 5220 W Rawson Ave			
Class A Combination 2024-2025	Andyone Inc DBA Discount Cigarettes & Liquor Sunny Patel, Agent 6507A S 27th St			
Class A Combination 2024-2025	New Liquor & Food Inc DBA New Liquor & Food Gurjeet Singh, Agent 8305 S 27th St			
Class A Combination 2024-2025	Kwik Trip Inc DBA Kwik Trip #287 Jill Le Claire, Agent 5040 W Rawson Ave			

Class A Combination 2024-2025	Kwik Trip Inc DBA Kwik Trip #857 Michael Roberts, Agent 10750 W Speedway Dr			
Class A Combination 2024-2025	Nerankar LLC DBA Mann Liquor & Indian Grocery Vinder Kumar, Agent 7158 S 76th St			
Class A Combination 2024-2025	Jujhar LLC DBA Midtown Gas & Liquor Hardip Bhatti, Agent 11123 W Forest Home Ave			
Class A Combination 2024-2025	Ultra Mart Foods LLC DBA Pick 'n Save #6360 Ricky Kloth, Agent 7201 S 76th St			
Class A Combination 2024-2025	Mega Marts LLC DBA Pick 'n Save #6431 Brian Hoffman, Agent 7780 S Lovers Lane Rd			
Class A Combination 2024-2025	Sam's East Inc DBA Sam's Club #8167 Tiffany Jones, Agent 6705 S 27th St			
Class A Combination 2024-2025	Sendik's Franklin LLC DBA Sendik's Food Market Theodore Balistreri, Agent 5200 W Rawson Ave			
Class A Combination 2024-2025	Target Corporation DBA Target Store T-2388 Jairo Barron, Agent 7800 S Lovers Lane Rd			
Class A Combination 2024-2025	Walgreen Co DBA Walgreens #05459 Austin Korth, Agent 9909 W Loomis Rd			
Class A Combination 2024-2025	Walgreen Co DBA Walgreens #05884 Brian Hilber, Agent 9527 S 27th St			
Class A Combination 2024-2025	Walgreen Co DBA Walgreens #15020 Elaine Blumreiter, Agent 7130 S 76th St			

Class A Combination 2024-2025	Wal-Mart Stores East LP DBA Walmart #1551 Heather Burns, Agent 6701 S 27th St			
Class B Beer 2024-2025	M Squared Inc DBA Crossroads II Pizza & Subs Michael Falk, Agent 11357 W St Martins Rd			
Class B Beer Class C Wine 2024-2025	Dhiman LLC DBA India Palace Deepak Dhiman, Agent 7107 S 76th St			
Class B Beer Class C Wine 2024-2025	Waha Restaurant LLC DBA Waha Buffet Yanni Jin, Agent 6514 S Lovers Lane Rd			
Class B Beer Class C Wine 2024-2025	Sweet Basil MKE LLC DBA Sweet Basil Kenneth Sithy, Agent 6509 S 27th St			
Class B Combination 2024-2025 Entertainment & Amusement	The Bowery LLC DBA The Bowery Bar & Grill Roger Hein, Agent 3023 W Ryan Rd			
Class B Combination 2024-2025	RLGIDI, Inc DBA Casa Di Giorgio Rex Idrizi, Agent 3137 W Rawson Ave			
Class B Combination 2024-2025	Brinker Restaurant Corporation DBA Chili's Bar & Grill Victoria Bankston, Agent 6439 S 27th St			
Class B Combination, Entertainment & Amusement, Bowling 2024-2025	Country Lanes Bowling LLC DBA Country Lanes Bowling Center Kevin Meier, Agent 11231 W Forest Home Ave			
Reserve Class B Combination, Entertainment & Amusement 2024-2025	Federation of Croatian Societies Inc DBA Croatian Park Josip Veber, Agent 9100 S 76th St			
Reserve Class B Combination 2024-2025	FF&E LLC DBA Hampton Inn & Suites Milwaukee/Franklin Jefferson Calimlim, Agent 6901 S 76th St			

Class B Combination 2024-2025	Franklin Food & Beverage LLC DBA The Hideaway Pub & Eatery Frank Orcholski, Agent 9643 S 76th St			
Class B Combination 2024-2025	Pantheon of Wisconsin, Inc DBA Honey Butter Café Debbie Koutromanus, Agent 7221 S 76th St			
Class B Combination Entertainment & Amusement 2024-2025	Irish Cottage of Franklin LLC DBA Irish Cottage Jenny Jennings, Agent 11433 W Ryan Rd			
Class B Combination Entertainment & Amusement 2024-2025	Jax on 27th LLC DBA Iron Mike's William Rushman, Agent 6357 S 27th St			
Class B Combination Entertainment & Amusement 2024-2025	The Landmark of Franklin LLC DBA Landmark Lorie Beth Knaack-Helm, Agent 11401 W Swiss St			
Class B Combination Entertainment & Amusement 2024-2025	Little Cancun LLC DBA Little Cancun Restaurant Veronica Cervera, Agent 7273A S 27th St			
Reserve Class B Combination, Entertainment & Amusement 2024-2025	BPC Golf Entertainment LLC DBA Luxe/Dog Haus/The Bricks Thomas Johns, Agent 7065 S Ballpark Dr			
Class B Combination 2024-2025	Robley Tech, Inc DBA Michaelangelo's Pizza Dennis Rau, Agent 8330 W Puetz Rd			
Reserve Class B Combination 2024-2025	Hudson Burger, LLC DBA Milwaukee Burger Co. Jessica Cullen, Agent 6421 S 27th St			
Class B Combination 2024-2025	Enthusiast Approved LLC DBA Mimosa Apostolos Evreniadis, Agent 9405 S 27th St			

Class B Combination Entertainment & Amusement 2024-2025	B S T LLC DBA Mulligan’s Irish Pub & Grill Brian Francis, Agent 8933 S 27th St			
Class B Combination Entertainment & Amusement 2024-2025	H, B & H, LLC DBA On The Border Gerald Hay, Agent 10741 S 27th St			
Class B Combination Entertainment & Amusement 2024-2025	Point After, LLC DBA Point After Pub & Grille Darryl Malek, Agent 7101 S 76th St			
Class B Combination Entertainment & Amusement 2024-2025	Polish Heritage Alliance Inc DBA Polish Center of Wisconsin Jeffrey Kuderski, Agent 6941 S 68th St			
Class B Combination Entertainment & Amusement 2024-2025	Polonia Sport Club Inc DBA Polonia Sport Club Richard Rabiega, Agent 10200 W Loomis Rd			
Class B Combination Entertainment & Amusement 2024-2025	Rawson Pub, Inc DBA Rawson Pub Steven Schweitzer, Agent 5621 W Rawson Ave			
Class B Combination, Entertainment & Amusement, Drive-In Movie Theater 2024-2025	ROC Ventures, LLC DBA Rock Sports Complex Thomas Johns, Agent 7005 S Ballpark Drive			
Reserve Class B Combination, Entertainment & Amusement 2024-2025	Rock Snow Park, LLC DBA Rock Snow Park Riley May, Agent 7011 S Ballpark Dr			
Class B Combination 2024-2025	Romey’s Place LLC DBA Romey’s Place Nathan Fabry, Agent 7508 S North Cape Rd			

Class B Combination, Entertainment & Amusement, Bowling 2024-2025	Root Group LLC DBA Root River Center David Church, Agent 7220 W Rawson Ave			
Reserve Class B Combination, Entertainment & Amusement 2024-2025	Dadaswami Hospitality LLC DBA Staybridge Suites Milwaukee Airport South Violeta Reaves, Agent 9575 S 27th St			
Class B Combination Entertainment & Amusement 2024-2025	R&C PUB & GRUB LLC DBA Swiss Street Pub & Grill Chrystal Rausch, Agent 11430 W Swiss Street			
Class B Combination, Country Club, Entertainment & Amusement 2024-2025	Tuckaway Country Club DBA Tuckaway Country Club Joel Voisin, Agent 6901 W Drexel Ave			
Class B Combination 2024-2025	St Martins Inn, LLC DBA Wegner's St Martins Inn Dennis Wegner, Agent 11318 W St Martins Rd			
Operator 2024-2025 New	Claire Chesner Pick'n Save #6431			
Operator 2024-2025 New	Zachary Cummings Luxe Golf/Dog Haus/Brick			
Operator 2024-2025 New	Lisa Fallico No Location			
Operator 2024-2025 New	Erich Haefer Pick'n Save #6431			
Operator 2023-2024 New	Brian Hoffman Pick'n Save #6431			
Operator 2024-2025 New	Robert Hovanec Sendik's Food Market			

Operator 2024-2025 New	Brady Ihrcke Pick'n Save #6431			
Operator 2024-2025 New	Jessica Jacobi Sendik's Food Market			
Operator 2024-2025 New	Michael Wichman Jr. Sendik's Food Market			
Operator 2023-2024 New	Kayla Corona Chili's Grill & Bar			
Operator 2024-2025 Renewal	Kayla Corona Chili's Grill & Bar			
Operator 2023-2024 New	Alec Gilbert Target Store T-2388			
Operator 2024-2025 Renewal	Alec Gilbert Target Store T-2388			
Operator 2023-2024 New	Oskar Gonzalez Target Store T-2388			
Operator 2024-2025 Renewal	Oskar Gonzalez Target Store T-2388			
Operator 2023-2024 New	Emily Hagmayer Tuckaway Country Club			
Operator 2024-2025 Renewal	Emily Hagmayer Tuckaway Country Club			
Operator 2023-2024 New	Clarissa Tiedke Target Store T-2388			
Operator 2024-2025 Renewal	Clarissa Tiedke Target Store T-2388			

Operator 2024-2025 Renewal	Judith Burbey Andy's on Ryan Rd			
Operator 2024-2025 Renewal	Sydney Churchill Sendik's Food Market			
Operator 2024-2025 Renewal	Marcus Drewek Root River Center			
Operator 2024-2025 Renewal	Shane Jaskie Iron Mike's			
Operator 2024-2025 Renewal	Elizabeth Karampelas Honey Butter Cafe			
Operator 2024-2025 Renewal	Harpreet Kaur Pick'n Save #6431			
Operator 2024-2025 Renewal	Bradley Mazur The Rock Sports Complex			
Operator 2024-2025 Renewal	Anthony Megna Civic Celebration			
Operator 2024-2025 Renewal	Eva Menzia Sendik's Food Market			
Operator 2024-2025 Renewal	Zackary Niesen Sendiks Food Market			
Operator 2024-2025 Renewal	Lisa Oliver Rawson Pub			
Operator 2024-2025 Renewal	Amy Ottaviani Irish Cottage			
Operator 2024-2025 Renewal	Laura Perez Walgreens #05459			

Operator 2024-2025 Renewal	Christine A Rozewicz No Location			
Operator 2024-2025 Renewal	Catherine Smith Sendiks Food Market			
Operator 2024-2025 Renewal	Jennifer Stankowski Irish Cottage			
Operator 2024-2025 Renewal	Nicole Stankowski The Bowery Bar & Grill			
Operator 2024-2025 Renewal	James Talaska Country Lanes Bowling Center			
Operator 2024-2025 Renewal	Jennifer Teske Irish Cottage			
Operator 2024-2025 Renewal	Kathryn Theis Target Store T-2388			
Operator 2024-2025 Renewal	Katelyn Thousand Country Lanes Bowling Center			
Operator 2024-2025 Renewal	William Tietjen Franklin Noon Lions Club			
Operator 2024-2025 Renewal	Isabella Tolfa Target Store T-2388			
Operator 2024-2025 Renewal	Theofania Topetz Honey Butter Cafe			
Operator 2024-2025 Renewal	Tiffany Torres Romey's Place			
Operator 2024-2025 Renewal	Raven Trammell On the Border			

Operator 2024-2025 Renewal	Stacie Trippler On the Border			
Operator 2024-2025 Renewal	Anja Ubiparipovic Walgreens #15020			
Operator 2024-2025 Renewal	Katiana Valle Walgreens #05459			
Operator 2024-2025 Renewal	Nicolet Valle Walgreens #15020			
Operator 2024-2025 Renewal	Kathleen Varga Walgreens #15020			
Operator 2024-2025 Renewal	Liam Vasquez-Rodriguez Walgreens #05884			
Operator 2024-2025 Renewal	Mato Veber Croatian Park			
Operator 2024-2025 Renewal	Jazmin Vespalec Iron Mike's			
Operator 2024-2025 Renewal	Amrit Virk New Liquor & Food			
Operator 2024-2025 Renewal	Simran Virk New Liquor & Food			
Operator 2024-2025 Renewal	Salma Wahhab Walgreens #05884			
Operator 2024-2025 Renewal	Melissa Waulters Wegner's St Martins Inn			
Operator 2024-2025 Renewal	Kathleen Wegner Wegner's St Martins Inn			

Operator 2024-2025 Renewal	Michael Williams Croatian Park			
Operator 2024-2025 Renewal	Sydney Wills Tuckaway Country Club			
Operator 2024-2025 Renewal	Julie Wiltzius Irish Cottage			
Operator 2024-2025 Renewal	Matthew Wisniewski Country Lanes Bowling Center			
Operator 2024-2025 Renewal	Raquel Zalewski Rawson Pub			
Operator 2024-2025 Renewal	Alyssa Zastrow The Bowery Bar & Grill			
Operator 2024-2025 Renewal	Charleen Zinda Target Store T-2388			
Operator 2024-2025 Renewal	Keith Ziolkowski The Rock Sports Complex			
3.	Adjournment	Time:		

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



Special License Committee Agenda*
Franklin City Hall Hearing Room
9229 West Loomis Road, Franklin, WI
May 30, 2024 – 5:00 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
3.	Discuss & Schedule next Special License Committee Meeting			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Auto Salvage 2024-2025	AI's Auto Salvage, Inc DBA AI's Auto Salvage 10942 S 124 th St Albert Schill	X		
Day Care 2024-2025	Cadence Education, LLC DBA Discovery Days of Franklin 9758 S Airways Ct Andrea Bustillos	X		
Day Care 2024-2025	Kindercare Learning Centers LLC DBA Falk Park KinderCare Learning Center 7363 S 27 th St Michelle Swikert <i>Need Staff list</i>	X		
Day Care 2024-2025	Ingenious, Inc DBA Ingenious Childcare 7260 S 76 th St Banmeet Dadwal <i>Correction of Inspection Failures</i>	X		
Day Care 2024-2025	Jubilee Faith Center, Inc DBA Jubilee Christian School 3639 W Ryan Rd Tanya Soich <i>Correction of Inspection Failures</i>	X		
Day Care 2024-2025	L & T Norgel, LLC DBA LMN's Operation Playground 11224 W Forest Home Ave Lisa Norgel	X		
Entertainment & Amusement 2024-2025	Innovative Health & Fitness Building, LLC DBA Innovative Health & Fitness 8800 S 102 nd St Scott Cole <i>Correction of Inspection Failures</i>	X		
Entertainment & Amusement 2024-2025	Milwaukee County Parks DBA Milwaukee County Sports Complex 6000 W Ryan Rd Richard Becker	X		

Entertainment & Amusement 2024-2025	Milwaukee County Parks DBA Oakwood Park Golf Course 3600 W Oakwood Rd Joshua Zuba <i>Correction of Inspector Findings</i>	X		
Entertainment & Amusement 2024-2025	Milwaukee County Parks DBA Whitnall Park Golf Course 6751 S 92 nd St Joshua Zuba <i>Pending Inspections</i>	X		
Mobile Home 2024-2025	Badger MHP, LLC DBA Badger Mobile Home Park 6405 S 27 th St Renee Peters	X		
Mobile Home 2024-2025	Franklin Mobile, LLC DBA Franklin Mobile Estates 6361 S 27 th St David Steinberger	X		
Operator 2024-2025 New	Josip Jaksic Croatian Park		MM	X
Operator 2023-2024 New	Antoine Williams The Rock Sports Complex <i>Refer to City Atty</i>		MM	
Operator 2023-2024 New	Derek Gallagher Root River Center	X		
Operator 2024-2025 Renewal	Derek Gallagher Root River Center	X		
Operator 2023-2024 New	Lily Jones The Bowery Bar & Grill	X		
Operator 2024-2025 Renewal	Lily Jones The Bowery Bar & Grill	X		
Operator 2023-2024 New	Ruby Paul Hideaway Pub & Eatery	X		
Operator 2024-2025 Renewal	Ruby Paul Hideaway Pub & Eatery	X		

Operator 2023-2024 New	George Wahhab Walgreens #05459	X		
Operator 2024-2025 Renewal	George Wahhab Walgreens #05459	X		
Operator 2024-2025 Renewal	Jody Haase 7-Eleven	X		
Operator 2024-2025 Renewal	Kacie Haglund The Rock Sports Complex	X		
Operator 2024-2025 Renewal	Jenna Haley Crossroads II Pizza & Subs	X		
Operator 2024-2025 Renewal	Jennifer Halser Polish Center of Wisconsin	X		
Operator 2024-2025 Renewal	Patti Hartung Walgreens #05459	X		
Operator 2024-2025 Renewal	Jessica Hendren Romey's Place	X		
Operator 2024-2025 Renewal	Kimberly Hill Country Lanes Bowling Center	X		
Operator 2024-2025 Renewal	Justin Hoffman Iron Mike's <i>Refer to City Atty</i>			
Operator 2024-2025 Renewal	Matthew Holtz Crossroads II Pizza & Subs	X		
Operator 2024-2025 Renewal	Andrew Hushek Polish Center of Wisconsin	X		
Operator 2024-2025 Renewal	John Hushek Polish Center of Wisconsin	X		

Operator 2024-2025 Renewal	Marie Idzikowski Polish Center of Wisconsin <i>update Application</i>	X		
Operator 2024-2025 Renewal	Amber Ishaque Hideaway Pub & Eatery	X		
Operator 2024-2025 Renewal	John Janiszewski Polish Center of Wisconsin	X		
Operator 2024-2025 Renewal	Michael Jankovic Croatian Park	X		
Operator 2024-2025 Renewal	April Jasinski Country Lanes Bowling Center	X		
Operator 2024-2025 Renewal	Shane Jaskie Iron Mike's <i>Re RVN Background - Wrong Name</i>	X		
Operator 2024-2025 Renewal	Eric Johnson Tuckaway Country Club	X		
Operator 2024-2025 Renewal	Arturo Juarez Jr. Tuckaway Country Club <i>UPDATE Application</i>	X		
Operator 2024-2025 Renewal	Adam Jubeck Bowery Bar & Grill	X		
Operator 2024-2025 Renewal	Navdeep Kaur New Liquor & Food	X		
Operator 2024-2025 Renewal	Paramjeet Kaur New Liquor & Food	X		
Operator 2024-2025 Renewal	Sohail Khan CVS Pharmacy	X		
Operator 2024-2025 Renewal	Kevin Kais Walgreens #15020	X		

Operator 2024-2025 Renewal	Taylor Klafka Rawson Pub	X		
Operator 2024-2025 Renewal	Lori Kochan Swiss Street Pub & Grille	X		
Operator 2024-2025 Renewal	Miranda Krasinski Point After Pub & Grille	X		
Operator 2024-2025 Renewal	Lillian Krieger Milwaukee Burger Company	X		
Operator 2024-2025 Renewal	Manmohit Kumar Mann Liquor Beer & Wine	X		
Operator 2024-2025 Renewal	Apolonia Kust Crossroads II Pizza & Subs	X		
Operator 2024-2025 Renewal	Mitcheal Lenski Iron Mike's	X		
Operator 2024-2025 Renewal	Ashtyn Lindl Milwaukee Burger Company	X		
Operator 2024-2025 Renewal	Mikala Lindl Milwaukee Burger Company	X		
Operator 2024-2025 Renewal	Elizabeth Lipinski Walgreens #05884	X		
Operator 2024-2025 Renewal	Michael Lloyd The Rock Sports Complex	X		
Operator 2024-2025 Renewal	Emily Logan Milwaukee Burger Company	X		
Operator 2024-2025 Renewal	Marcia Lonzaga Walgreens #05884	X		

Operator 2024-2025 Renewal	Marilu Marcano Walmart #1551	X		
Operator 2024-2025 Renewal	Nadiya Mashkina Walgreens #15020	X		
Operator 2024-2025 Renewal	Jan Matuszak Tuckaway Country Club	X		
Operator 2024-2025 Renewal	Brianna Mayer Point After Pub & Grille	X		
Operator 2024-2025 Renewal	Ciara McMillan Point After Pub & Grille	X		
Operator 2024-2025 Renewal	Ericka Meeks Romey's Place	X		
Operator 2024-2025 Renewal	Lee Ann Meier Country Lanes Bowling Center	X		
Operator 2024-2025 Renewal	Jane Michel Andy's On Ryan Rd	X		
Operator 2024-2025 Renewal	Susan Mlynczak Point After Pub & Grille	X		
Operator 2024-2025 Renewal	Ann Mochlenpah Walgreens #05884	X		
Operator 2024-2025 Renewal	Josefina Mora Walgreens #05884	X		
Operator 2024-2025 Renewal	Ciarra Murray Iron Mike's	X		
Operator 2024-2025 Renewal	Sarah Nickolaus Walgreens #05884	X		

Operator 2024-2025 Renewal	Camille Nicolai Hampton Inn & Suites	X		
Operator 2024-2025 Renewal	Tyler Okrzesik Milwaukee Burger Company	X		
Operator 2024-2025 Renewal	Nicole Olender Michaelangelo's Pizza	X		
Operator 2024-2025 Renewal	Mandy Oleniczak Country Lanes Bowling Center	X		
Operator 2024-2025 Renewal	Derek Olszewski On the Border	X		
Operator 2024-2025 Renewal	Lori Otto Rawson Pub	X		
Operator 2024-2025 Renewal	Kelly Ottoson Irish Cottage	X		
Operator 2024-2025 Renewal	Andrew Page Tuckaway Country Club	X		
Operator 2024-2025 Renewal	Julie Palivoda Kwik Trip #857	X		
Operator 2024-2025 Renewal	Michael Parsley Walmart #1551	X		
Operator 2024-2025 Renewal	Miranda Peters Iron Mike's	X		
Operator 2024-2025 Renewal	Tricia Peterson Tuckaway Country Club	X		
Operator 2024-2025 Renewal	Joseph Pollack On the Border	X		

Operator 2024-2025 Renewal	Denise Popp Romey's Place	X		
Operator 2024-2025 Renewal	Emily Porn Tuckaway Country Club	X		
Operator 2024-2025 Renewal	Amy Purvis Walgreens #15020	X		
Operator 2024-2025 Renewal	Debra Reichart Rawson Pub	X		
Operator 2024-2025 Renewal	Michele Reimann Walgreens #15020	X		
Operator 2024-2025 Renewal	Amy Rendall The Bowery Bar & Grill	X		
Operator 2024-2025 Renewal	Kristen Rinke Hideaway Pub & Eatery	X		
Operator 2024-2025 Renewal	Jean Risacher Hampton Inn & Suites	X		
Operator 2024-2025 Renewal	Farrah Rodriguez Walmart #1551	X XXXXXXXXXX		
Operator 2024-2025 Renewal	Megan Rongholt Walgreens #05459	X		
Operator 2024-2025 Renewal	Linda Rueth Swiss Street Pub & Grille	X		
Operator 2024-2025 Renewal	Toni Ruyle Swiss Street Pub & Grille	X		
Operator 2024-2025 Renewal	Bobette Sakiewicz Walgreens #05884	X		

Operator 2024-2025 Renewal	Nicole Salas The Bowery Bar & Grill	X		
Operator 2024-2025 Renewal	Ashlyn Sanders Tuckaway Country Club	X		
Operator 2024-2025 Renewal	Joseph Schauer Croatian Park	X		
Operator 2024-2025 Renewal	Ryan Scheffler Swiss Street Pub & Grille	X		
Operator 2024-2025 Renewal	Suzanne Serra Romey's Place	X		
Operator 2024-2025 Renewal	Rebekkah Shallow Root River Center	X		
Operator 2024-2025 Renewal	Brian Shulta Romey's Place	X		
Operator 2024-2025 Renewal	Agyapal Singh Discount Cigarette's & Liquor	X		
Operator 2024-2025 Renewal	Elyzabeth Smith Rawson Pub	X		
Operator 2024-2025 Renewal	Mayemme Sow Andy's On Ryan Rd	X		
Operator 2024-2025 Renewal	Jessica St. Louis The Landmark	X		
Operator 2024-2025 Renewal	Nadine Stork Walgreens #15020	X		
Operator 2024-2025 Renewal	Michael Swiderski Country Lanes Bowling Center	X		

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Operator 2024-2025 Renew	James Talaska Country Lanes Bowling Center			
Operator 2024-2025 Renewal	Jennifer Teske Irish Cottage			
Operator 2024-2025 Renewal	Katelyn Thousand Country Lanes Bowling Center			
Operator 2024-2025 Renewal	William Tietjen Franklin Noon Lions Club			
Operator 2024-2025 Renewal	Theofania Topetz Honey Butter Cafe			
Operator 2024-2025 Renewal	Tiffany Torres Romey's Place			
Operator 2024-2025 Renewal	Raven Trammell On the Border			
Operator 2024-2025 Renewal	Stacie Trippler On the Border			
Operator 2024-2025 Renewal	Anja Ubiparipovic Walgreens #15020			
Operator 2024-2025 Renewal	Katiana Valle Walgreens #05459			
Operator 2024-2025 Renewal	Nicolet Valle Walgreens #15020			
Operator 2024-2025 Renewal	Kathleen Varga Walgreens #15020			
Operator 2024-2025 Renewal	Liam Vasquez-Rodriguez Walgreens #05884			

Operator 2024-2025 Renewal	Mato Veber Croatian Park			
Operator 2024-2025 Renewal	Jazmin Vespalec Iron Mike's			
Operator 2024-2025 Renewal	Amrit Virk New Liquor & Food			
Operator 2024-2025 Renewal	Simran Virk New Liquor & Food			
Operator 2024-2025 Renewal	Salma Wahhab Walgreens #05884			
Operator 2024-2025 Renewal	Melissa Waulters Wegner's St Martins Inn			
Operator 2024-2025 Renewal	Kathleen Wegner Wegner's St Martins Inn			
Operator 2024-2025 Renewal	Michael Williams Croatian Park			
Operator 2024-2025 Renewal	Sydney Wills Tuckaway Country Club			
Operator 2024-2025 Renewal	Julie Wiltzius Irish Cottage			
Operator 2024-2025 Renewal	Matthew Wisniewski Country Lanes Bowling Center			
Operator 2024-2025 Renewal	Raquel Zalewski Rawson Pub			
Operator 2024-2025 Renewal	Alyssa Zastrow The Bowery Bar & Grill			

Operator 2024-2025 Renewal	Keith Ziolkowski The Rock Sports Complex			
3.	Adjournment	Time:		

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

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 6/4/2024
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated May 17, 2024 through May 30, 2024, Nos. 197964 through Nos. 198119 in the amount of \$ 941,340.43. Also included in this listing are EFT Nos. 5692 through EFT Nos. 5706, Library vouchers totaling \$ 30,010.95, Water Utility vouchers totaling \$ 159,482.02 and Property Tax Refunds in the amount of \$ 43,152.83. Voided checks in the amount of \$ (41,686.00) are separately listed.

Early release disbursements dated May 17, 2024 through May 29, 2024 in the amount of \$ 489,235.11 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolutions 2013-6920, 2015-7062 and 2022-7834.

The net payroll dated May 31, 2024 is \$ 481,574.84, previously estimated at \$ 490,000. Payroll deductions dated May 31, 2024 are \$ 484,251.63, previously estimated at \$ 470,000.

The estimated payroll for June 14, 2024 is \$ 500,000 with estimated deductions and matching payments of \$ 255,000.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of May 30, 2024 in the amount of \$ 941,340.43
- Payroll dated May 31, 2024 in the amount of \$ 481,574.84 and payments of the various payroll deductions in the amount of \$ 484,251.63 plus City matching payments and
- Estimated payroll dated June 14, 2024 in the amount of \$ 500,000 and payments of the various payroll deductions in the amount of \$ 255,000, plus City matching payments.

ROLL CALL VOTE NEEDED