

|                              |   |                             |
|------------------------------|---|-----------------------------|
| APPROVAL<br><i>slw</i>       | REQUEST FOR COUNCIL ACTION  | MEETING DATE<br>04/17/2018  |
| REPORTS &<br>RECOMMENDATIONS | REQUEST TO AUTHORIZE THE CITY TO<br>PARTICIPATE IN STATE CONTRACT FOR<br>PURCHASE OF SALT | ITEM NUMBER<br><i>G.15.</i> |

### **BACKGROUND**

Each year the State of Wisconsin reports the tonnage of salt that each community wants to have included in the State contract. In addition to the State contract amount an additional 20 percent can be placed in reserve which is optional for the City to purchase. In addition, Franklin estimates salt usage and budgets the purchase in annual budgets.

### **ANALYSIS**

In 2018, the request for salt purchase through the state contract is due Wednesday, April 18, 2018, at 5:00 pm.

Contacts at the DOT and sales representative from the supplier leads staff to believe that the cost per ton will increase from last year. Last year, the BID price was \$58.59/ton.

In the past, the City has seen benefits of planning to have available twice the forecasted amount of salt for each season. For severe winters- like 2014, many communities could not obtain salt or had to pay excessive prices to get salt. Franklin had an adequate supply of salt on hand and used "normal price salt" and saved a significant amount.

It appears that Franklin has used approximately 1,650 tons of salt this 2017-2018 winter. A review of DPW's minimum and maximum salt usage history indicates that DPW needs around 1,700 to 2,000 tons for a "normal season". Two times a normal season is approximately 4,000 tons.

DPW has now placed into service the new salt storage dome and with the older salt barn, has a total capacity of 7,300 tons. DPW will no longer need to store salt outside covered with tarps.

Staff would like to reserve 200 tons of salt in the State bid.

At the start of the 2018-2019 winter season, DPW will have a total of 4,000 tons of salt on hand.

### **OPTIONS**

As past practice, it is important to order the salt with the State contract as our best prices are with the State contract.

### **FISCAL NOTES**

In the 2018 budget, the salt-deicing account has a remaining balance of \$133,367.

It is anticipated that the state bid cost will be approximately \$65/ton. At 1,900 tons, the cost for the base bid would be \$123,500. This will allow less than \$10,000 for Geomelt as needed.

### **RECOMMENDATIONS**

Motion to authorize the City to participate in State contract for purchase of 1,900 tons of salt.

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|--------------------------------|--|-----------------------------|
| APPROVAL<br><i>Slw</i>         | REQUEST FOR<br>COUNCIL ACTION  | MEETING DATE<br>04/17/2018  |
| REPORTS AND<br>RECOMMENDATIONS | RESOLUTION TO SIGN RENTAL AGREEMENT<br>WITH AMERICAN TOWER AT 5572 W. AIRWAYS<br>AVENUE FOR \$5,132.16 | ITEM NUMBER<br><i>G.16.</i> |

### **BACKGROUND**

The City has an antenna/ tower with several tenants located on the tower behind the utility building 5550 W. Airways Avenue. Address for the tower is 5572 W. Airways Avenue.

Verizon Wireless through American Tower, L.P. is a current tenant and is requesting an additional 800 square feet outside of the current fenced area. This is a 33% increase in ground space. They are preparing to submit site plan applications to City Planning.

### **ANALYSIS**

Verizon Wireless has discussed addition of the facilities with utility staff and the enclosed diagram is a result of those discussions and is acceptable to staff. The proposed configuration leaves ample room for future city/utility needs and should not inconvenience City operations.

### **FISCAL NOTE**

Verizon Wireless (American Tower) is offering an additional \$5,132.16 to be paid yearly in addition to the annual rent. American Tower paid \$20,552.000 in 2017 for tower rent at Air Ways Ave, this was split evenly between the City and Water Utilities.

### **COUNCIL ACTION REQUESTED**

A resolution to authorize staff to finalize and sign agreement with American Tower, LP at 5572 W. Airways Avenue for \$5,132.16 pending legal review and technical corrections.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2018 - \_\_\_\_\_

RESOLUTION TO SIGN RENTAL AGREEMENT WITH AMERICAN TOWER AT 5572 W.  
AIRWAYS AVENUE FOR \$5,132.16

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WHEREAS, the City has an antenna/ tower with several tenants located on a tower located at 5572 W. Airways Avenue; and

WHEREAS, Verizon Wireless through American Tower, L.P. is a current tenant and is requesting an additional 800 square feet outside of the current fenced area; and

WHEREAS, the City may obtain additional annual lease payments in the amount of \$5,132.16, to be split evenly between the City and Water Utilities.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that a an agreement with American Tower, LP be signed for a lease at 5572 W. Airways Avenue in the amount of \$5,132.16.

Introduced at a regular meeting of the Common Council of the City of Franklin the  
\_\_\_\_\_ day of \_\_\_\_\_, 2018, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

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

## SECOND AMENDMENT TO LEASE AGREEMENT

**THIS SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT** ("Second Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ (the "Effective Date") by and between **City of Franklin, Wisconsin**, ("Landlord"), and **American Tower, L.P.**, a Delaware limited partnership ("Tenant") as successor in interest to PrimeCo Personal Communications, L.P. (The Landlord and Tenant are collectively referred to herein as the "Parties").

### RECITALS

- A. Landlord is the owner of that certain parcel of land (the "Parent Parcel") situated at or around 5572 W Airways Avenue, Franklin, in Milwaukee, Wisconsin and the Parties entered into that certain Site Agreement dated October 1, 1999 (the "Original Lease"), and further amended by the First Amendment to Lease Agreement dated December 29, 2016 (the "First Amendment", collectively the "Lease") whereby, among other things, Tenant leases from Landlord a portion of the Landlord's property (the "Leased Premises") for the operation of a telecommunications facility. The Parent Parcel and Leased Premises are described, designated, and/or depicted at or on **Exhibit A** attached hereto and incorporated herein. **Exhibit A** may be replaced by Tenant with a survey or surveys
- B. Landlord and Tenant desire to amend the terms of the Lease as provided herein.

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

1. **Ratification of the Leased Premises.** Landlord hereby ratifies and agrees that it leases and/or grants to Tenant the Leased Premises as described, designated and/or depicted at or on **Exhibit A** attached hereto.
2. **Additional Ground Space.**
  - a. Effective as of the Expansion Commencement Date (as defined below), Landlord hereby leases to Tenant approximately an additional eight hundred (800) square feet of land the "**Additional Area**") as described, designated and/or depicted at or on **Exhibit B** attached hereto and incorporated herein. The Tenant may use Additional Area in the same manner that Tenant is permitted to use the Leased Premises, including the right to install additional shelters, subject to applicable building, zoning, and land use regulations and approvals. Landlord agrees to permit Tenant to temporarily reasonably use portions of the Parent Parcel immediately surrounding the Additional Area provided that such use does not unreasonably interfere with Landlord's use of those portions and that such use shall only be for the access to the Additional Area and/or the construction and/or installation of equipment and other personal property at, on, or within the Additional Area, as may be reasonably necessary. Upon the Expansion Commencement Date, the Additional Area is hereby included as part of the Leased Premises leased and/or granted under the Lease as amended hereby. **Exhibit B** may be replaced by Tenant with a survey describing, designating and/or depicting the actual legal description of the Additional Area. In the

event of an inconsistency between this Subsection 2(a) and **Exhibit B, Exhibit B** shall control.

- b. Landlord hereby grants to Tenant, its officers, agents, employees and/or independent contractors the right and privilege to enter upon the Parent Parcel, Leased Premises, and/or the Additional Area at any time on or after the Effective Date, to perform or cause to be performed test borings of the soil, environmental audits, sampling, and/or tests, engineering studies and to conduct a survey of the Parent Parcel, Leased Premises and/or the Additional Area. Landlord hereby grants to Tenant, its officers, agents, employees and/or independent contractors the right and privilege to enter upon the Parent Parcel, Leased Premises, and/or the Additional Area at any time on or after the Expansion Commencement Date for the purposes of constructing and/or installing telecommunications related structures, fixtures, and/or equipment at or on the Leased Premises, and/or the Additional Area. Landlord will provide Tenant with any necessary keys or access codes to the Parent Parcel if needed for ingress and egress. Landlord will not unreasonably interfere with Tenant's use of the Parent Parcel in conducting these activities.
- c. The "Expansion Commencement Date" shall be the earlier of: (i) the date Tenant notifies Landlord in writing that Tenant elects to commence leasing the Additional Area; (ii) the date Tenant issues a written "Notice To Proceed" or similar document to a customer of the Tenant for the purpose of commencing such customer's installation of equipment at or on all or a portion of the Additional Area; (iii) the date that a customer of the Tenant actually commences to install, occupy and/or use such customer's equipment or other personal property at or on the Additional Area; or (iv) eighteen (18) months after the Effective Date of this Second Amendment.
- d. The Expansion Commencement Date shall be contingent on:
  - (i) Tenant entering into a binding lease with a customer of the Tenant for such customer's occupation of all or a portion of the Additional Area and Tenant and/or such customer obtaining all necessary certificates, permits, licenses, and other approvals that may be required by any federal, state, or local authority for such customer to occupy and operate on the Additional Area and Leased Premises; and
  - (ii) Tenant determining, at its sole discretion, that the status of title of Landlord as to the Additional Area is reasonably acceptable to Tenant; and
  - (iii) Tenant determining at its sole discretion that the Additional Area, Leased Premises and Parent Parcel are clear of any hazardous substances, which include any material or substance which is or becomes defined as a hazardous substance, pollutant, or contaminant, subject to reporting, investigation, or remediation pursuant to any federal, state, or local governmental authority, and any oil, or petroleum products or their by-products.

If any one of the above contingencies shall not be satisfied, then Tenant may, at any time prior to the Expansion Commencement Date, by written notice to Landlord, terminate this Second Amendment in its entirety and this Second Amendment shall then be null and void and of no further force and effect, provided however that this Subsection 2(d), along with

Sections 1, 3, 4, 5, 7, 8 and 9 of this Second Amendment will otherwise survive and continue in full force and effect.

- e. Commencing on the Expansion Commencement Date the total rent payable under the Lease as amended hereby shall be increased by a sum of ~~XXX~~ Dollars (~~\$\$\$~~) per month. The Parties hereby acknowledge and agree that all applicable increases and escalations to the rent authorized pursuant to the Lease shall continue in full force and effect.

3. **Approvals.** Without limiting any of Tenant's other rights under the Lease, Landlord shall cooperate with Tenant, at no out-of-pocket expense to Landlord, in Tenant's efforts to obtain, maintain, renew and reinstate any and all of the certificates, permits, licenses, zoning, variances and other approvals which may be required from any federal, state or local authority as well as any necessary easements for Tenant or Tenant's sublessees, licensees, and/or customers' occupation and/or use of the Leased Premises and/or Additional Area (collectively, the "**Approvals**"). Landlord agrees to execute within fifteen (15) days after receipt of a written request from Tenant any and all documents necessary, in Tenant's reasonable judgment, and in a form reasonably acceptable to Tenant to allow Tenant and its sublessees, licensees, and/or customers to obtain, maintain, renew or reinstate the Approvals.

4. **Signage.** Without limiting any of Tenant's rights under the Lease, Tenant shall have the right to install and maintain identifying signs and/or other signs required by any governmental authority on or about the Leased Premises and/or Additional Area, including any access road to the Leased Premises and/or Additional Area.

5. **Documentation.** Upon any permitted transfer or assignment of the Landlord's interest in this Lease, prior to Tenant's being obligated to make any rent or other payments to the successor Landlord, Landlord's successor will provide Tenant with a completed Internal Revenue Form W-9, or then equivalent form, and any other reasonably necessary documentation requested by Tenant in order to confirm such transfer of the Lease.

6. **Memorandum of Lease.** Upon request by Tenant, Landlord shall execute and deliver to Tenant a Memorandum(s) of Lease, reflecting this Second Amendment, in a form reasonably acceptable to Tenant and which is recordable in the jurisdiction in which the Parent Parcel situated. Landlord shall also complete and execute any other document required by the recording authority to be submitted in conjunction with the recording of any Memorandum(s) of Lease, including but not limited to transfer tax documents and sale disclosure forms. No executed Memorandum(s) of Lease entered into pursuant to this Section 6 shall be construed to control or govern this Second Amendment and/or the Lease nor shall it be construed to be evidence of the intent of the Parties in relation to this Second Amendment and/or the Lease.

7. **Ratification/Estoppel.** Tenant and Landlord each hereby ratifies and confirms that the Lease is in full force and effect. Landlord represents and warrants that, as of the Effective Date, Tenant is not in default in the payment or performance of its obligations under the Lease and, to the best of Landlord's current knowledge, there is no existing condition that, although not presently a default, may result in a default under the Lease. Except as modified herein, the Lease and all the covenants, Leases, terms, provisions and conditions thereof remain in full force and effect and are hereby ratified and affirmed.

8. **Waiver of Certain Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, 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 OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES EXCEPT IN THE CASE OF THOSE DAMAGES RESULTING FROM AN INTENTIONAL ACT OF TENANT.

9. **Entirety; Modification; Counterparts.** This Second Amendment, together with the Lease, constitutes the entire agreement among the Parties regarding the Leased Premises and the Additional Area. Any amendment to this Second Amendment and/or the Lease must be in writing and signed and delivered by authorized representatives of the Parties in order to be effective. This Second Amendment will be governed by the laws of the state in which the Parent Parcel is situated. If any inconsistency exists or arises between the terms of the Lease and the terms of this Second Amendment, the terms of this Second Amendment shall prevail. This Second Amendment may be executed in any number of counterparts, each of which shall be an original, and which may be delivered via electronic means including but not limited to email, but all of which taken together shall constitute one instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Second Amendment bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Second Amendment notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Second Amendment and without the requirement that the unavailability of such original, executed counterpart of this Second Amendment first be proven.

[Signature Page Follows]



IN WITNESS WHEREOF, Landlord and Tenant have each executed this Second Amendment as of the Effective Date written above.

**LANDLORD:**

**WITNESSES:**

**City of Franklin**

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

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

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

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

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

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

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

STATE/Commonwealth of \_\_\_\_\_)

) ss.

COUNTY OF \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_ in the year of 201\_\_, before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

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

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

**TENANT:**

**American Tower, L.P.**

**WITNESSES:**

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

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

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

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF MIDDLESEX

On \_\_\_\_\_ before me, Susana Ribeiro, a Notary Public, personally appeared \_\_\_\_\_, personally known to me (or 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 behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

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

**EXHIBIT A**

**DESCRIPTION, DESIGNATION AND/OR DEPICTION OF PARENT PARCEL AND LEASED PREMISES\***

PARENT PARCEL

LEASED PREMISES

along with an Access and Utility Easement which is described as follows:

\* The Parties agree that the headings used to denote the various portions of land described herein shall not restrict or otherwise indicate the intention of the parties in relation to the use of said various portions of land.

[END OF EXHIBIT A]

**EXHIBIT B**

**DESCRIPTION AND DEPICTION OF ADDITIONAL AREA**

Additional Area

**Prepared by and Return to:**

Attorney Robert Batiste  
American Tower  
10 Presidential Way  
Woburn, MA 01801  
ATC Site #50469  
ATC Site Name: Nike  
Assessor Parcel # 899-9990-068

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(Recorder's Use Above This Line)

**AMENDED MEMORANDUM OF LEASE**

This **AMENDED MEMORANDUM OF LEASE** ("*Memorandum*") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "*Effective Date*"), by and between the **City of Franklin, Wisconsin** (hereinafter referred to as the "*Landlord*"), and **American Tower, L.P.**, a Delaware limited partnership (hereinafter referred to as "*Tenant*").

**NOTICE** is hereby given of the following described Lease as amended, for the purpose of recording and giving notice of the existence of said Lease.

1. **Lease:** Landlord's Site Agreement dated October 1, 1999, as amended from time to time (collectively, the "*Lease*") whereby Tenant leases from Landlord that certain parcel of land (the "*Parent Parcel*") located at or around 5572 W Airways Avenue, Franklin, in Milwaukee, Wisconsin.
2. **Expiration of Term:** Subject to the terms, provisions and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease (if applicable), the final expiration date of the Lease will be September 30, 2064. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises:** That or those portion(s) of the Parent Parcel as described in Exhibit "A," attached hereto, together with any access and utility easements.

4. **Addresses:** The principal addresses of the appropriate parties are as follows

**Lessor:** 9229 W. Loomis Rd.  
Franklin, WI 53132-9630

**Lessee:** c/o American Tower  
10 Presidential Way  
Woburn, MA 01801

**With a copy to:** 116 Huntington Avenue  
Boston, MA 02116

5. **Incorporation:** The terms and conditions of the Lease, as amended, are hereby incorporated into this Memorandum.
6. **Effect:** This Memorandum is not a complete summary of the terms and conditions contained in the Lease. Provisions in the Memorandum should not be used in interpreting the Lease provisions. In the event of a conflict between this Memorandum and the Lease, the Lease will control.

*[SIGNATURE PAGES FOLLOWS]*

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum of Lease.

**LANDLORD:**

**City of Franklin**

**Witnesses:**

By: \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Print Name:

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

Signature \_\_\_\_\_

Print Name:

**Acknowledgment**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_ (here insert name),  
a Notary Public, personally appeared \_\_\_\_\_, personally  
known to me (or 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 behalf of which the person(s) acted, executed  
the instrument.

WITNESS my hand and official seal.

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

Notary Public

My Commission Expires: \_\_\_\_\_

{Seal}

**TENANT:**

**American Tower, L.P.**

**Witnesses:**

By: \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Print Name:

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

Signature \_\_\_\_\_

Print Name:

**Acknowledgment**

**LESSEE**

Commonwealth of Massachusetts )

County of Middlesex )

On \_\_\_\_\_ before me, \_\_\_\_\_ (here insert name),  
a Notary Public, personally appeared \_\_\_\_\_, personally  
known to me (or 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 behalf of which the person(s) acted, executed  
the instrument.

WITNESS my hand and official seal.

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

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

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

{Seal}



**EXHIBIT A**  
**EXISTING LEASE AREAS**

**ADDITIONAL LEASE AREAS**

**ACCESS & UTILITIES EASEMENT**

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|---|---------------------------------------|---------------------------------------|
| <b>APPROVAL</b><br><i>slw</i>   | <b>REQUEST FOR<br/>COUNCIL ACTION</b> | <b>MEETING DATE</b><br><b>4/17/18</b> |
| <b>LICENSES AND<br/>PERMITS</b>   | <b>MISCELLANEOUS LICENSES</b>         | <b>ITEM NUMBER</b><br><b>H.1.</b>     |
| <p>See attached list from meeting of April 17, 2018.</p> <p><b>COUNCIL ACTION REQUESTED</b></p> |                                       |                                       |

**License Committee  
Agenda\*  
Aldermen's Room  
April 17, 2018 – 5:40 pm**

| <b>1.</b>  | <b>Call to Order &amp; Roll Call</b>   | <b>Time:</b>           |             |             |
|--|--|------------------------|-------------|-------------|
| <b>2.</b>  | <b>Applicant Interviews &amp; Decisions</b>  |                        |             |             |
| <b>License Applications Reviewed</b>   |  | <b>Recommendations</b> |             |             |
| <b>Type/ Time</b>  | <b>Applicant Information</b>   | <b>Approve</b>         | <b>Hold</b> | <b>Deny</b> |
| <b>Extraordinary<br/>Entertainment &amp; Special<br/>Event<br/>5:45 p.m.</b> | <b>Croatian Eagles Annual Spring Soccer Tournament</b><br>Person in Charge: Josip Jaksic<br>Location: 9100 S 76 St (Croatian Park)<br>Dates of Event: 05/11/18 (7am-5pm), 05/12/18 (7am-9pm) & 05/13/18 (7am-6pm, clean up till 9pm) |                        |             |             |
| <b>Extraordinary<br/>Entertainment &amp; Special<br/>Event<br/>5:55 p.m.</b> | <b>Southbrook Church-20<sup>th</sup> Anniversary Celebration</b><br>Person in Charge: Sarah Kopf<br>Location: 11010 W St Martins Road<br>Date of Event: 06/03/2018 (10am-2pm)  |                        |             |             |
| <b>Operator<br/>2017-2018<br/>New</b>  | <b>Michael J Boese</b><br>9169 W Elm Ct, Unit E<br>Franklin, WI 53132<br>Hodach Citgo  |                        |             |             |
| <b>Operator<br/>2017-2018<br/>New</b>  | <b>Mary Jennifer G Loeffel</b><br>1842 Alta Vista Ave<br>Wauwatosa, WI 53213<br>Franklin Public Library  |                        |             |             |
| <b>Operator<br/>2017-2018<br/>New</b>  | <b>Kelsey J Matuszak</b><br>321 W Puetz Rd, Apt. 204<br>Oak Creek, WI 53154<br>The Rock Sports Complex   |                        |             |             |
| <b>Operator<br/>2017-2018<br/>New</b>  | <b>Sandra J Rocki</b><br>2137 W College Ave, #416<br>Oak Creek, WI 53154<br>Top Dog  |                        |             |             |
| <b>Operator<br/>2018-2019<br/>Renewal</b>                                    | <b>Sandra J Rocki</b><br>2137 W College Ave, #416<br>Oak Creek, WI 53154<br>Top Dog  |                        |             |             |
| <b>Operator<br/>2017-2018<br/>New</b>  | <b>Margaret M Tuchalski</b><br>8252 S 100 <sup>th</sup> St<br>Franklin, WI 53132<br>Top Dog  |                        |             |             |
| <b>Operator<br/>2018-2019<br/>Renewal</b>                                    | <b>Margaret M Tuchalski</b><br>8252 S 100 <sup>th</sup> St<br>Franklin, WI 53132<br>Top Dog  |                        |             |             |
| <b>Operator<br/>2017-2018<br/>New</b>  | <b>Desiree L Teufel</b><br>4736A W Forest Home Ave<br>Milwaukee, WI 53219<br>The Rock Sports Complex   |                        |             |             |
| <b>Operator<br/>2018-2019<br/>Renewal</b>                                    | <b>Desiree L Teufel</b><br>4736A W Forest Home Ave<br>Milwaukee, WI 53219<br>The Rock Sports Complex   |                        |             |             |

| Type/ Time   | Applicant Information   | Approve | Hold | Deny |
|--|---|---------|------|------|
| Operator<br>2017-2018<br>New   | <b>Anna E Vasquez</b><br>11400 W St. Martins Rd<br>Franklin, WI 53132<br>CrossRoads II Pizza & Subs   |         |      |      |
| Operator<br>2018-2019<br>Renewal   | <b>Anna E Vasquez</b><br>11400 W St. Martins Rd<br>Franklin, WI 53132<br>CrossRoads II Pizza & Subs   |         |      |      |
| Operator<br>2018-2019<br>Renewal   | <b>Halina Grochowski</b><br>9461 S 27 <sup>th</sup> St<br>Franklin, WI 53132<br>Buckhorn Bar & Grill  |         |      |      |
| Operator<br>2018-2019<br>Renewal   | <b>Jocelyn M Hart</b><br>11522 W Swiss St<br>Franklin, WI 53132<br>CrossRoads II Pizza & Subs   |         |      |      |
| Operator<br>2018-2019<br>Renewal   | <b>Paramjeet Kaur</b><br>185 W Rainbow Ridge Dr, #301<br>Oak Creek, WI 53154<br>Franklin Liquor Store   |         |      |      |
| Operator<br>2018-2019<br>Renewal   | <b>Jeanne A Rainwater</b><br>7561 S 75 <sup>th</sup> St<br>Franklin, WI 53132<br>Staybridge Suite   |         |      |      |
| Operator<br>2018-2019<br>Renewal   | <b>Jenna K Rozek</b><br>8945 S. 116th St<br>Franklin, WI 53132<br>CrossRoads II Pizza & Subs  |         |      |      |
| Operator<br>2018-2019<br>Renewal   | <b>Jessica L Rozek</b><br>3222 S 38th St<br>Milwaukee, WI 53215<br>CrossRoads II Pizza & Subs   |         |      |      |
| Operator<br>2018-2019<br>Renewal   | <b>Jessica N St. Louis</b><br>10598 W Cortez Cir, Apt 34<br>Franklin, WI 53132<br>CrossRoads II Pizza & Subs  |         |      |      |
| People Uniting for the<br>Betterment of Life and<br>Investment in the<br>Community (PUBLIC)<br>Grant | <b>Best Buddies (Franklin High School)</b><br>Fee Waiver: Park Permit Fee<br>Date of Event: 04/23/18<br>Location: Franklin Woods Nature Center/Kayla's Playground                                   |         |      |      |
| Temporary Class B<br>Beer & Wine   | <b>Franklin Public Library Foundation – May the 4<sup>th</sup><br/>Star Wars Trivia Fundraiser</b><br>Person in Charge: Jennifer Loeffel<br>Location: 9151 W Loomis Rd<br>Date of Event: 05/04/2018 |         |      |      |
| 3.   | <b>Set meeting dates for review and recommendation<br/>of 2018-19 licenses</b>  |         |      |      |
| 4.   | <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.

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|---|---------------------------------------|---------------------------------------|
| <b>APPROVAL</b><br><i>slw</i> <i>AR</i> | <b>REQUEST FOR<br/>COUNCIL ACTION</b> | <b>MEETING DATE</b><br><b>4/17/18</b> |
| <b>Bills</b>                            | <b>Vouchers and Payroll Approval</b>  | <b>ITEM NUMBER</b><br><b>I. 1</b>     |

Attached are vouchers dated April 3, 2018 through April 12, 2018 Nos. 168447 through Nos. 168585 in the amount of \$ 1,131,400.14. Included in this listing are EFT's Nos. 3733 through Nos. 3747 and Library vouchers totaling \$ 7,807.43.

Included in the distribution listing is a check made payable to Richard Moore in the amount of \$750.00. This check is for a refund of a special use application which does not have ordinance policy guidance.

Early release disbursements dated April 3, 2018 through April 11, 2018 in the amount of \$ 469,121.65 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated April 13, 2018 is \$ 386,036.00 previously estimated at \$ 382,000.00. Payroll deductions dated April 13, 2018 are \$ 205,071.00 previously estimated at \$ 210,000.00.

The estimated payroll for April 27, 2018 is \$ 379,000.00 with estimated deductions and matching payments of \$ 452,000.00.

Attached is a list of property tax refunds and settlements Nos. 17853 through Nos. 17863 dated April 3, 2018 through April 12, 2018 in the amount of \$ 2,340,307.17. \$ 2,318,949.85 of this represents settlements and \$ 21,357.32 of this represents refunds. An additional \$4,747,948.05 was transferred from the Tax Investment account directly to other taxing authorities. These payments have been released as authorized under Resolution 2013-6920. Voided checks in the amount of (\$ 6,420.84) are separately listed.

### ***COUNCIL ACTION REQUESTED***

Motion approving the following:

- City vouchers with an ending date of April 12, 2018 in the amount of \$ 1,131,400.14 and
- Payroll dated April 13, 2018 in the amount of \$ 386,036.00 and payments of the various payroll deductions in the amount of \$ 205,071.00 plus City matching payments and
- Estimated payroll dated April 27, 2018 in the amount of \$ 379,000.00 and payments of the various payroll deductions in the amount of \$ 452,000.00, plus City matching payments and
- Property Tax refunds and settlements with an ending date of April 12, 2018 in the amount of \$7,088,255.22 (\$2,340,307.17 of checks and \$4,747,948.05 of transfers).

**ROLL CALL VOTE NEEDED**